

PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM

THIS FORM MUST BE COMPLETED BEFORE ANY PARTICIPATION WILL BE ALLOWED

Participant's Name

Date of Birth

Address

City/State/Zip

Age

Grade

Email

Phone

AGREEMENT, WAIVER AND RELEASE

In consideration of being permitted by the University of Central Oklahoma ("UCO") to use the UCO eSports facilities and equipment for purposes of participating in online shared gaming experiences (the "Activity"), I hereby agree to the following:

I hereby waive, release and discharge any and all claims for lost or diminished opportunity or damage due to Internet connectivity, equipment failure, or power disruption, damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at UCO eSports facilities. This release is intended to discharge in advance the University of Central Oklahoma, its regents, officers, employees and agents from any and all liability arising out of or connected in any way with my participation in activities at the UCO eSports facility even though that liability may arise out of negligence or carelessness on the part of those parties. It is understood that activities such as the ones I will be participating in involve Internet connectivity and broadband speeds which cannot be guaranteed or assured, and which may involve an element of risk and danger of accidents, or injury and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold harmless, the University of Central Oklahoma, its regents, officers, employees and agents from any loss, liability, damage, cost or expense which they may incur as the result of my participation, death or any injury or property damage that I may sustain while participating in any activity at the UCO eSports facility.

I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Oklahoma. In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, the Oklahoma State Department of Health and the Oklahoma City-County Health Department, for slowing the transmission of COVID-19, I hereby agree, represent and warrant that I will not utilize UCO facilities or participate in the Activity within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the areas listed. I further agree, represent and warrant that I will not utilize UCO facilities or participate in the Activity if I (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected, diagnosed or confirmed case of COVID-19. I agree to notify UCO immediately if I believe that any of the foregoing access or use restrictions may apply.

UCO has taken certain steps to implement recommended guidance and protocols issued by Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access and use restrictions described above. I

acknowledge and agree that UCO may revise its procedures, including without limitation, suspension or cancellation of use of UCO facilities and/or the Activity, at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and I further agree to comply with UCO's revised procedures prior to utilizing the facilities, services, and programs of UCO and/or the Activity. I further acknowledge and agree that due to the nature of the Activity, social distancing of 6 feet per person is not possible. I fully understand and appreciate both the known and potential dangers of utilizing the facilities and participating in the Activity and acknowledge that my use of the facilities or participation in the Activity may, despite, UCO's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I understand that by participating all Participants consent to photo images taken by the University of Central Oklahoma staff during this activity to be used in any or all UCO publications and websites.

CONSENT OF PARENT/GUARDIAN (IF PARTICIPANT IS A MINOR)

I am the parent or legal guardian of the participant listed above. I consent that the participant may participate in activities at the UCO eSports facility and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said Participant is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense that they may incur as result of the death or any injury or property damage that said participant may sustain while participating in activities at the UCO eSports facility.

I HAVE CAREFULLY READ BOTH FRONT AND BACK OF THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE UNIVERSITY OF CENTRAL OKLAHOMA AND I SIGN IT OF MY OWN FREE WILL.

Print Name

Relationship

Signature

Date