

# Wilburton Green Frog Festival

PO Box 856

Wilburton, OK 74578

Friday, April 16, 2010 and Saturday, April 17, 2010

## **RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

This Agreement is made (month/date) \_\_\_\_\_, 2010 in the City of Wilburton, County Of Latimer, between (print your name here) \_\_\_\_\_ hereinafter referred to as "Independent Contractor" and the Wilburton Green Frog Festival, hereinafter referred to as "GFF" IN CONSIDERATION FOR PARTICIPATION in the Wilburton Green Frog Festival, the undersigned hereby agrees to the following:

- 1.) Independent Contractor releases and forever discharges the GFF, its board of directors, agents, employees (including volunteers) and the City of Wilburton from all liability due to loss or damage and any claim or demand therefore, on account of injury or property damage sustained by any individual or entity resulting from the Independent Contractor's use of or participation in the GREEN FROG FESTIVAL.
- 2.) Independent Contractor agrees to indemnify and hold harmless GFF, its board of directors, agents and employees (including volunteers) and the City of Wilburton from any loss, liability, damage or cost, including attorney fees, arising out of Independent Contractors participation in the GREEN FROG FESTIVAL, whether caused or not by the negligence or willful act of the Independent Contractor or any other person, persons, or entity.
- 3.) Independent Contractor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating from or arising out of Independent Contractors participation in the GREEN FROG FESTIVAL.
- 4.) The undersigned further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 5.) Independent Contractor has read and understands this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, is authorized to and voluntarily signs the same.

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**Signature of Independent Contractor:**

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**Date**

