

**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
FENIX STRENGTH AND CONDITIONING**

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

September 10, 2022

IN CONSIDERATION for being permitted to participate in the Fenix Strength and Conditioning Honor the Fallen Poker Run benefiting Mighty Oaks Foundation.

THE UNDERSIGNED PARTICIPANTS:

1. Fenix Strength and Conditioning, participating businesses, the city of Broken Arrow, the city of Tulsa, or Jaime Espalin along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, any of the towns or cities included in the poker run, the state of Oklahoma, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; All for the purpose herein referred to as quote releases, quote from all liability to the undersigned, their personal representatives, assignees, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, weather caused by the negligence of the releases, or otherwise while the undersigned is participating in the event.
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this the event, the use of alcohol or any substance which affects the ability to operate or control his or her vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.
4. THAT he or she will not use or operate any vehicle in violation or contravention of any city, county, state or federal laws, statuaries, ordinances or regulation and shall be personally liable for all fines and penalties for such violations. Proper safety gear is required for all modes of transportation.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of this state in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation in the quote Fenix Strength and Conditioning Honor the Fallen poker run quote film or photographs may be taken, or illustration may be made of me and or my personal property (including motorcycle/boat/auto). I acknowledge and agree that such film/photographs and or illustrations may be used in any medium by Fenix Strength and Conditioning and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.