



## Spike's Club: Can you dig it?

Thank you for registering your child in the Sam Noble Museum's Spike's Club program! In this packet, you will find the necessary participant forms for you to review, sign and return to ensure a safe and fun experience for your child. If you have questions, please feel free to contact our Education Department at (405) 325-1008.

### FORMS:

- **Liability Release, Waiver, Discharge and Covenant not to Sue** – This form must be completed in full and signed by each parent/guardian and student/participant before beginning any program at the Sam Noble Museum.
- **Emergency & Medical Information** – This form is critical for the Sam Noble Museum staff to know who to contact in the event of an emergency and if your child has any health concerns. Please indicate any dietary restrictions or food allergies as snack will be served during Spike's Club.
- **Transportation Release** – This form is intended to provide the Sam Noble Museum with information regarding the individuals permitted to pick-up your child.

### DROP-OFF AND PICK-UP PROCEDURE:

- Parents/guardians of children up to age 17 must sign children in and out at drop-off and pick-up. No child will be released without the signature of an authorized parent or guardian; ID may be requested.
- Upon arrival, please park your vehicle in the museum parking lot and enter the building through the entrance marked 'Staff Entrance'. Classrooms open 10 minutes before the start of each program.
- If someone other than an individual listed on your *Transportation Release* form will be picking up your child, a parent/guardian must contact the Education Department at (405) 325-1008.

### GENERAL INFORMATION:

- Valuables should be left at home. Gaming devices, iPods and other electronic devices are not permitted to be used during programs.
- In the event that the University of Oklahoma campus is closed due to inclement weather, participants will be notified of make-up dates and times for Spike's Club.

### DISPENSING MEDICINE

We cannot dispense medicines of any kind. If a child needs medicine during the program, a parent/guardian must administer it. Children are not allowed to carry medicine with them. If your child has a special health need, please note this on the *Emergency & Medical Information* form in this packet and contact the Education Department at (405) 325-1008.

### EMERGENCY PROCEDURES

- Sam Noble Museum staff receives training on emergency policies and procedures.
- In case of a fire, the building is equipped with fire alarms and sprinkler systems.
- In case of a tornado, staff will move children to the designated safety locations in the building.
- Sam Noble Museum staff will stay with your child at all times.
- In case of a medical emergency, we will call 911 and notify the parent/guardian listed on the *Emergency & Medical Information* form.





**LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE**

This is a legally binding Release executed by \_\_\_\_\_  
(Minor participants’s full legal name)

whose address is \_\_\_\_\_  
(Minor participant’s address)

and by \_\_\_\_\_  
(Parent or guardian’s full legal name, address, and state relationship to the participant)

and the State of Oklahoma, ex rel., The Board of Regents of the University of Oklahoma, 660 Parrington Oval, Suite 213, Norman, Oklahoma 73019.

1.0 We, the undersigned request that \_\_\_\_\_  
(Minor’s name)

(referred to as the “Participant”) be granted permission to participate in the following activity/trip: Sam Noble Oklahoma Summer Explorers and/or Spike’s Club (“Activity”), to be held at the Sam Noble Oklahoma Museum of Natural History.

2.0 In consideration of the Participant being permitted to participate in the Activity, we do release, waive, forever discharge, indemnify and covenant not to sue the Institution, its governing board, officers, members, agents, employees, volunteers, representatives and any students acting as employees (“Releasees”), and agree to hold harmless, defend and indemnify the same, for any and all loss and from and against any and all liability for any harm, injury, damage, claims, demands, action or right of action of whatsoever kind of nature, either in law or in equity, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 We have signed this “Release, Waiver, Discharge and Covenant Not to Sue” in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers could include serious or even mortal injuries and property damage. We further attest that we have fully discussed the aforementioned risks and hazards, and Participant and Participant’s Parent/Guardian agree that Participant has individually assumed the risks involved with this Activity as witnessed below. We acknowledge and hereby state that Participant’s participation in this Activity is entered into as a free and voluntary act and is in no way connected with any course credit or requirements of the Releasees. We acknowledge that we have read the OU rules stated herein or as otherwise advised at the time of the Activity, and as published on the University’s websites, www.judicial.ou.edu and www.ou.edu/home/misc.html, and understand and agree to abide by all University and Activity rules and policies. Failure to comply with these rules or any other rule established by the Activity may result in Participant’s immediate removal from the camp/activity. We waive any claim for refund or any other contract right upon removal.

4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. We further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

5.0 We understand and agree that Participant may leave the University site for participation in activities within the Norman area in Oklahoma and hereby release the University from any and all claims with respect to any injury to my person or property upon another person’s or entities’ lands.

6.0 I recognize that the Releasees do not assume responsibility or liability for - including costs and attorney’s fees – any accident or injury or damage resulting from any aspect of participating in the Activity. The Releasees are not liable for any special, incidental, or consequential damages arising out of or in connection with any aspect of participation in the Activity. It is our express intent that

this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, next-of-kin, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releasees. Participant's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in the Sam Noble Oklahoma Museum of Natural History Education Program.

7.0 This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. We have carefully read the foregoing Release and Acknowledgement as our own free and voluntary act. In signing this Release, Participant and Participant's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

8.0 We further agree that this Release shall be construed in accordance with the laws of the State of Oklahoma. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

9.0 We understand that The University of Oklahoma, from time to time produces promotional material relating to its programs. We understand that as a participant and/or a spectator at the Activity that Participant may be included in videotapes or photographs taken during the Activity. Therefore, without reservation or limitations, we, the undersigned, hereby assign, transfer and grant to The University of Oklahoma, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape the Participant and to utilize such videotapes and photographs and Participant's name, face likeness, voice and appearance as a part of the Activity, in advertising and promoting the Activity or in advertising and promoting similar future events at no charge.

**YES, I agree to the photo/video release.**

**NO, I do not agree to the photo/video release.**

10.0 I certify that I have read and understand the Activity rules and have explained said rules to Participant. I understand and agree to notify the Activity Supervisor or Education Office representative at (405) 325-1008 immediately of any injuries sustained by Participant as a result of the Activity and of any inappropriate behavior experienced by Participant related to the Activity. I also understand and agree that should any issues of sexual misconduct, harassment or assault occur, I will immediately report those to both the Education Office at the Sam Noble Museum at (405) 325-1008 as well as the University's Sexual Misconduct Officer, Kathleen Smith at 405-325-2215, [www.ou.edu/home/misc.html](http://www.ou.edu/home/misc.html).

11.0 I certify and agree that I am to pick-up and drop-off Participant only at the designated places and times. Should I fail to timely pick-up Participant at the designated area, I understand he/she will be taken to the Sam Noble Museum Security Office for pick-up. Failure to timely pick-up Participant may result in his/her immediate withdrawal from the Activity.

I, Participant's Parent/Guardian further state that I am Participant's **Parent/Guardian** (Circle one), and am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same. I understand that by signing this document, I give up substantial rights that I or the Minor would otherwise have to recover damages for any loss occasioned by Releasees' fault, and I sign it voluntarily and without inducement.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.**

THIS LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE  
IS VALID FOR ONE (1) YEAR FROM THE DATE IT WAS SIGNED.

PARENT/GUARDIAN

\_\_\_\_\_  
Name and Relationship to Participant Date

MINOR/PARTICIPANT

\_\_\_\_\_  
Signature Date



## **SAM NOBLE MUSEUM YOUTH PROGRAMS CODE OF CONDUCT**

The Sam Noble Museum is committed to providing a fun, safe and educational experience. To uphold this commitment, we ask that all program participants be respectful towards themselves, peers, staff and their environment. Please take the time to review this document with your child and to indicate your understanding and willingness to abide by the Sam Noble Museum Youth Programs Code of Conduct by signing below.

### **PARTICIPANTS SHOULD...**

- Contribute positively to the experience of the group.
- Follow all instructions given by Sam Noble Museum Youth Programs staff.
- Participate in all activities to the best of their ability and not disrupt the participation of others.
- Treat all participants and staff members with respect and refrain from name calling, teasing, bullying, pushing, throwing objects and hitting.
- Respect Sam Noble Museum exhibits, collections objects and all other property.

### **PARTICIPANTS SHOULD NOT...**

- Play with electronic devices, toys or other distracting items while programs are in session.
- Leave any program area without permission from a Youth Programs staff member.
- Bring items such as live animals, plants or other organic materials into the Sam Noble Museum.

### **STATEMENT OF UNDERSTANDING**

- I understand that, as a program participant, I must abide by the policies and rules of the University of Oklahoma as well as the policies and rules of the Sam Noble Museum.
- I understand that the Sam Noble Museum has a zero tolerance policy regarding discrimination, bullying and other forms of intolerant or negative behavior.
- I further understand that failure to follow the Sam Noble Museum Youth Programs Code of Conduct may result in the following actions:
  - 1) A reminder
  - 2) A verbal warning
  - 3) A conversation about my behavior and notification of my parent or guardian
  - 4) A formal conversation with my parent or guardian about my behavior
  - 5) Immediate dismissal from the program

My child and I have reviewed and understand the Sam Noble Museum Youth Programs Code of Conduct.

**STUDENT/PARTICIPANT SIGNATURE** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** \_\_\_\_\_ **Date:** \_\_\_\_\_

*If you have any questions about the information contained in this document, please call the Education Department, at 405-325-1008.*



**PARTICIPANT INFORMATION**

<b>CHILD'S NAME:</b>		<b>DATE OF BIRTH:</b>
<b>PROGRAM NAME:</b>		
<b>DATES:</b>	<b>START:</b>	<b>END:</b>

**CONTACTS FOR PARENT(S)/GUARDIAN(S)**

<b>1. NAME:</b>		<b>RELATIONSHIP:</b>
<b>HOME PHONE:</b>	<b>WORK PHONE:</b>	<b>CELL PHONE:</b>
<b>2. NAME:</b>		<b>RELATIONSHIP:</b>
<b>HOME PHONE:</b>	<b>WORK PHONE:</b>	<b>CELL PHONE:</b>
The Sam Noble Museum is given permission to contact the following in case of emergency should a parent or guardian not be available during program hours.		
<b>NAME:</b>		<b>RELATIONSHIP:</b>
<b>HOME PHONE:</b>	<b>WORK PHONE:</b>	<b>CELL PHONE:</b>

**MEDICAL INFORMATION**

In the event of a medical emergency, the Sam Noble Museum is given permission to contact 911.

<b>ALLERGIES:</b>		
<b>HEALTH NEEDS:</b>		
<b>PHYSICIAN:</b>		<b>PHONE:</b>
<b>HOSPITAL:</b>		<b>PHONE:</b>

<b>PARENT/GUARDIAN SIGNATURE:</b>	<b>DATE:</b>
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Parent(s)/guardian(s) of children up to age 17 must sign children in and out at drop-off and pick-up. No child will be released without the signature of an authorized parent or guardian; ID will be requested. **Parents/guardians must park their vehicles and enter the museum to sign children in and out.**

**PARTICIPANT INFORMATION**

<b>CHILD'S NAME:</b>		
<b>PROGRAM NAME:</b>		
<b>DATES:</b>	<b>START:</b>	<b>END:</b>

**TRANSPORTATION AUTHORIZATION**

The following persons are authorized to transport my child. **I fully understand that under no circumstances will the Sam Noble Museum staff be allowed to release the above child to anyone unless listed below.** I further understand that individuals may be asked to show a valid ID. Parents and/or Guardians must be listed also.

<b>NAME</b>	<b>PHONE NUMBER</b>

By signing this, I acknowledge that I have read all the above information related to transporting my child and I have instructed my child that they are to leave with no one unless listed above.

<b>PARENT/GUARDIAN SIGNATURE:</b>	<b>DATE:</b>
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-----OR-----

**TRANSPORTATION WAIVER**

My child has permission to sign him/herself in or out of the museum. I indemnify and hold harmless the Sam Noble Museum and the University of Oklahoma and its staff from and against any and all liability from my child's actions after he/she is signed out.

<b>PARENT/GUARDIAN SIGNATURE:</b>	<b>DATE:</b>
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