2021 OKLAHOMA SUMMER ARTS INSTITUTE STUDENT & FAMILY RESPONSIBILITY PLEDGE, WAIVER & RELEASE OF LIABILITY, AND CONSENT FORM Please read very carefully, then sign and return the final page to OAI.

AS A STUDENT OF THE OKLAHOMA SUMMER ARTS INSTITUTE (OSAI), I realize that I share responsibility for the vitality and well-being of the Oklahoma Summer Arts Institute community. I understand that there are certain rules that help establish a cohesive sense of community and protect each individual. These rules enable everyone to work and live together for two weeks with minimum conflict and maximum creative freedom.

I understand that OSAI classes are rigorous and taught on a collegiate level. In order to be at my best during OSAI, I agree to carefully review all preparatory materials sent to me and to follow all the necessary steps in order to be prepared for my classes upon arrival at OSAI. Likewise, I agree to show respect for my faculty member and fellow students by being prepared for each class period during my stay at OSAI.

I AM AWARE OF, UNDERSTAND, AND AGREE TO UPHOLD THE FOLLOWING RULES WHILE AT THE OKLAHOMA SUMMER ARTS INSTITUTE AND UNDERSTAND THAT VIOLATION OF THE RULES MAY BE GROUNDS FOR IMMEDIATE DISMISSAL. IF I AM DISMISSED FROM OSAI, I UNDERSTAND THAT MY PARENT OR GUARDIAN MUST MAKE ARRANGEMENTS FOR IMMEDIATE TRANSPORTATION HOME. I FURTHER UNDERSTAND THAT, IF I AM DISMISSED FROM OSAI, I WILL NOT BE ADMITTED TO OSAI IN THE FUTURE.

<u>Alcohol and Drugs</u>: I understand that alcohol and illegal drugs are prohibited, and I agree that I will not possess or use drugs or alcohol while I am at OSAI. I further understand that the OAI administration reserves the right to inspect my room and personal belongings if there is cause to believe this rule has been violated.

<u>Attendance:</u> I understand that I am accepting a full scholarship funded by the State of Oklahoma and private donors and that my prompt attendance is required at *all* classes, electives, lectures, and performances through the final Sunday, July 25, 2021. Additionally, I understand that I am expected to remain at OSAI for the entire two weeks, even if I am homesick or am finding the work difficult, as I am accepting a scholarship that could have been used by another student wishing to attend the program. I recognize that OAI staff will be there to support me in this endeavor, and I will seek help if I am experiencing such difficulties.

<u>Respect</u>: I agree to be respectful to my fellow students, staff members, and faculty. As a fellow artist and student, I will show due respect through my behavior at all performances, electives, and lectures. I agree to be honest in all my dealings with OSAI staff, faculty, and students. I understand that disrespectful or obstructionist behavior will not be tolerated, particularly in the classroom. Additionally, I understand that OAI's Anti-Harassment Policy strictly forbids verbal, written, or physical harassment of any kind, including bullying, intimidation, insults, malicious gossip, or victimization.

<u>Safety</u>: I understand that there are certain rules that pertain to my safety, and I agree to honor these rules:

- a) I will not have fireworks or weapons of any kind at OSAI.
- b) I will be inside my housing unit by the start of cabin/room meetings each night and will remain in the room until the following morning.
- c) I will not invite anyone who is not an OSAI student or counselor into the student housing areas or leave housing doors unlocked or ajar. I understand that, due to safety and privacy considerations, family and friends may not visit student housing areas.

This form must be on file before OSAI.

Email the completed form to **oai@oaiquartz.org** or bring it to check-in on Saturday, July 10.

<u>Theft and Damage</u>: I understand that I will be held financially responsible for any damage to property that I might cause while attending OSAI, including graffiti. I also agree that I will respect the personal property of students, faculty, and staff of OSAI, as well as students and employees of USAO. I understand the need to be respectful of belongings of others, and I will not search through or tamper with anyone else's property.

Transportation:

- a) I will not get in a vehicle with anyone other than identified OAI faculty/staff and will only ride in authorized OAI vehicles.
- b) If I drive my own car to OSAI, I will turn my keys over to the Director of Security & Transportation, and I will not use my car for the duration of OSAI.
- c) I will not leave the USAO campus (except for authorized class field trips) without permission from my parent/guardian *and* the OAI President or the Director of Programs.

CONSENT TO USE INFORMATION AND LIKENESS FOR PUBLICITY PURPOSES:

By signing this form, I grant permission to the Oklahoma Arts Institute to use my name and written comments in public relations efforts for the Institute. I also grant my permission for the Institute to use my name, written comments, and likeness, including any audio recordings, video footage, or still photographs of me taken during OSAI, in publicity for the Institute.

CONSENT TO OWNERSHIP AND USE OF STUDENT WORK:

<u>Creative Writing Students</u>: By signing this form, I acknowledge that my writing may be selected to be published in an anthology produced by the Oklahoma Arts Institute. If selected for the anthology, I understand that all ownership rights to the anthology itself shall belong to the Institute and further that the Oklahoma Arts Institute may exercise ownership of the anthology in any manner it chooses, to include transfer or sale of the anthology for the benefit of the Institute. I grant the Institute a non-exclusive license to use any work/s I create while attending OSAI for PR, development, promotional, or other purposes, and I consent to the use of my name and comments in press releases and media presentations about my work.

<u>Drawing & Painting Students</u>: By signing this form, I grant permission to the Oklahoma Arts Institute to exhibit my work at museums, galleries, and other sites statewide. I consent to the use of my name and comments in press releases and media presentations about my work/s. I understand that any work/s I create while attending OSAI will belong to the Institute, unless the Oklahoma Arts Institute specifically relinquishes its right to such ownership. I further understand that the Institute may exercise its ownership of the work/s in any manner it chooses, including maintaining the work/s in its permanent art collection or transferring or selling the work/s for the benefit of the Institute. If the Institute exercises ownership over an original drawing or painting, I will be provided with a digital copy of my work for my portfolio. I further understand that I may not negotiate the sale of my artwork during OSAI.

<u>Film & Video Students</u>: By signing this form, I acknowledge that original films/videos produced at OSAI will be placed in the Oklahoma Arts Institute film & video archives and will be exhibited as determined by the Institute. I understand that the work will belong to the Oklahoma Arts Institute and further that the Institute may exercise ownership of the work/s in any manner it chooses, to include transfer or sale of the work/s for the benefit of the Institute. I further understand that I must seek permission from the Oklahoma Arts Institute in order to submit any films made at OSAI to festivals or contests.

<u>Photography Students</u>: By signing this form, I grant permission to the Oklahoma Arts Institute to exhibit my work at museums, galleries, and other sites statewide. I also grant the Institute a non-exclusive license to use the work/s I create while attending OSAI. I understand the Institute may exercise that license in any manner it chooses, including for PR, promotional or marketing purposes, and may maintain the work/s in its permanent art collection, publish the work/s, and/or reproduce the work/s for the benefit of the Institute. I further understand that I may not negotiate the sale of my artwork during OSAI.

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ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT RELATED TO COVID-19:

COVID-19 and its variants ("COVID-19") are highly contagious and are spread mainly from person to person. The CDC recently relaxed social distancing and masking guidelines for vaccinated individuals, and a new Oklahoma law limits the ability of schools, colleges, and universities to require COVID-19 vaccinations or impose mask mandates for vaccinated or unvaccinated individuals. As Oklahoma's Official School of the Arts, OAI is a program of the State Department of Education, and this year's program will take place on a state University campus. OAI therefore will not require masking during the 2021 Oklahoma Summer Arts Institute.

I understand that although the Institute has put into place some preventative measures to reduce the spread of COVID-19, the Institute cannot guarantee that its participants or others, including family members, will not become infected with COVID-19, and I hereby agree as follows:

- I understand that risks associated with COVID-19 cannot be eliminated entirely. I also understand that although reasonable precautions are taken, participants may become infected with COVID-19. I also understand the health risks associated with COVID-19 infection including potential exposure to others, including family members.
- I expressly agree to accept and assume all risks associated with COVID-19 related to my participation in OSAI. I have elected to participate in OSAI despite the possible risks of COVID-19.
- 3. I understand that the Institute reserves the right to isolate, remove, quarantine, and/or dismiss me for COVID-19 reasons and to take all reasonable steps to maintain and protect my health and wellbeing, as well as that of the entire OSAI community.
- 4. I understand that, prior to or upon arrival at OSAI, I will be required to provide a copy of a CDC COVID-19 Vaccination Record Card, evidence of prior COVID-19 infection (a doctor's note or positive laboratory test result), or a laboratory record showing a negative COVID-19 test result received within 72 hours of arrival. If I am unable to present one of these forms of documentation, I give the Institute consent to administer a COVID-19 test in a private location upon arrival.
- 5. I HEREBY VOLUNTARILY RELEASE, WAIVE, AND FOREVER DISCHARGE ANY AND ALL CLAIMS AGAINST THE OKLAHOMA ARTS INSTITUTE, ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND ALL OTHER PERSONS OR ENTITIES AFFILIATED WITH THE INSTITUTE OR ACTING ON ITS BEHALF THAT RELATE IN ANY WAY TO COVID-19, INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING FROM OR RELATING TO MY EXPOSURE TO, INFECTION WITH, OR OTHER HARM RELATED TO COVID-19 WHILE PARTICIPATING IN OSAI AND/OR FOLLOWING PARTICIPATION IN OSAI, AND ALSO INCLUDING HARM RELATED TO MY FAMILY MEMBERS DUE TO SPREAD OF COVID-19. I FURTHER AGREE TO REIMBURSE THE OKLAHOMA ARTS INSTITUTE FOR ATTORNEY FEES INCURRED RELATED TO ENFORCING THIS WAIVER PROVISION.

RELEASE OF INFORMATION TO PARENTS AND GUARDIANS FOR STUDENTS AGE 18 OR OLDER (FOR STUDENTS WHO WILL BE AGE 18 OR OLDER PRIOR TO JULY 25, 2021):

I authorize the Oklahoma Arts Institute to release information to my parents or legal guardians during the 2021 Oklahoma Summer Arts Institute if deemed necessary to protect my health, safety, and well-being, as well as to release information regarding my adherence to the rules outlined in the Student & Family Responsibility Pledge. I understand that this authorization will remain in effect from Saturday, July 10, 2021 through Sunday, July 25, 2021.

This form must be on file before OSAI.

Email the completed form to **oai@oaiquartz.org** or bring it to check-in on Saturday, July 10.

STUDENT & FAMILY RESPONSIBILITY PLEDGE, WAIVER & RELEASE OF LIABILITY, AND CONSENT FORM Please sign and return this page to OAI.

STUDENT ACKNOWLEDGEMENT, WAIVER & RELEASE OF LIABILITY AND CONSENT:

In accepting the invitation and scholarship to attend the Oklahoma Summer Arts Institute (OSAI), and by signing this document, I acknowledge that I have read, understand, and agree to the rules outlined in the Student & Family Responsibility Pledge.

By signing this document, I also give consent to the ownership and use of my work as outlined in the consent form provided to me, as well as the use for publicity purposes of my name, likeness, and written or recorded comments.

I further acknowledge that I am attending OSAI at my own risk and liability and AGREE TO RELEASE THE OKLAHOMA ARTS INSTITUTE AND ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY LIABILITY arising from my participation in the program, including any injuries, illnesses, expenses, or damages that I may suffer during OSAI, to the extent such waiver is allowed under Oklahoma law. Additionally, I have read the Assumption of Risk, Release, Waiver of Liability and Indemnification Agreement related to COVID-19 in its entirety and agree to be bound by its terms.

If I will attain age 18 or older prior to July 26, 2021, I authorize the Oklahoma Arts Institute to release information to my parents or legal guardians during the 2021 Oklahoma Summer Arts Institute if deemed necessary to protect my health, safety, and well-being, as well as to release information regarding my adherence to the rules outlined in the Student & Family Responsibility Pledge. I understand that this authorization remains in effect from Saturday, July 10, 2021 through Sunday, July 25, 2021.

 Student Signature
 Student's Artistic Discipline

 Name of Student (Please Print)
 Date

PARENT/GUARDIAN ACKNOWLEDGEMENT, WAIVER & RELEASE OF LIABILITY AND CONSENT:

AS PARENT OR LEGAL GUARDIAN whose child is accepting the invitation and scholarship to attend OSAI, I acknowledge that I understand and agree to the rules outlined in the Student & Family Responsibility Pledge. I also give consent to the ownership and use of my child's work as outlined in the consent form provided to me, as well as the use for publicity purposes of my child's name, likeness, and written or recorded comments. I also RELEASE THE OKLAHOMA ARTS INSTITUTE AND ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY LIABILITY arising from my child's participation in OSAI, including any injuries, illnesses, expenses, or damages that my child may suffer during the Institute, to the extent such waiver is allowed under Oklahoma law. Additionally, I have read the COVID-19 Assumption of Risk & Release in its entirety and agree to be bound by its terms.

Parent / Legal Guardian Signature

Date

Parent / Legal Guardian Name (Please Print)

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