



OKLAHOMA STATE COURTS NETWORK

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MAYO v. TULSA TOUGH, INC.

2026 OK CIV APP 27

Case Number: 123980

Decided: 07/06/2026

Mandate Issued: 08/13/2026

COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA, DIVISION III



Cite as: 2026 OK CIV APP 27, __ P.3d __

TIMOTHY P. MAYO, Plaintiff/Appellant,

vs.

TULSA TOUGH, Inc., an Oklahoma Non-profit corporation, Defendant/Appellee.

APPEAL FROM THE DISTRICT COURT OF
TULSA COUNTY, OKLAHOMA

HONORABLE KELLY GREENOUGH, TRIAL JUDGE

AFFIRMED

Frank W. Frasier, FRASIER, FRASIER & HICKMAN, LLP, Tulsa, Oklahoma, For Plaintiff/Appellant,

James K. Secrest, II, Edward J. Main, SECREST, HILL, & SECREST, Tulsa, Oklahoma, For Defendant/Appellee.

THOMAS E. PRINCE, VICE-CHIEF JUDGE:

¶1 Plaintiff/Appellant, Timothy P. Mayo, challenges the award of summary judgment to the Defendant/Appellee, Tulsa Tough Inc. Mayo was injured during a bicycle race when a pedestrian walked onto the course and was hit by a participant. Mayo collided with the other participant (another bike rider) who had hit the pedestrian. Mayo alleged here that Tulsa Tough was aware of the hazard created by the pedestrian but took no steps to prevent the pedestrian from interfering with the course. He alleged a claim negligence and also sought punitive damages, asserting that Tulsa Tough engaged in "willful, wanton, [and] reckless . . ." conduct. Tulsa Tough sought summary judgment based on the waiver of liability Mayo signed prior to the race. The trial court granted summary judgment for Tulsa Tough. We find that summary judgment was appropriate based on the language of the waiver, the foreseeability of a cyclist/pedestrian collision, and because a plea for punitive damages (i.e., a claim for "recklessness") is not a separate claim for relief but considered to be an element of recovery on an underlying negligence claim. We, therefore, affirm the Journal Entry of Summary Judgment.

BACKGROUND

¶2 Mayo commenced this action on May 21, 2024, after he suffered allegedly severe and permanent injuries during a bicycle race in Tulsa, Oklahoma in June, 2022. Mayo alleged in his Petition (and the amendments to the Petition), that Tulsa Tough was negligent because it was made aware of a spectator who was causing a hazard but

did not prevent the spectator from continuing to cause the hazard. Mayo claimed the spectator walked onto the pathway of the bikes and caused the accident that injured Mayo. Mayo also alleged the actions of Tulsa Tough were willful, wanton, and reckless.

¶3 The Answer by Tulsa Tough admitted Mayo's participation in the race and that "a spectator did walk onto the raceway resulting in a crash and injuries to . . ." Mayo. Tulsa Tough denied it was negligent and, alternatively, alleged that, should it be found negligent, the negligence of Tulsa Tough, if any, was not the proximate cause of Mayo's alleged injuries. Tulsa Tough also alleged as an affirmative defense that Mayo's claims were barred by the doctrine of waiver.

¶4 Tulsa Tough filed a Motion for Summary Judgment on May 7, 2025. Tulsa Tough alleged Mayo electronically signed a waiver, entitled "Signed Waiver" to participate in the race. ¹ The Motion for Summary Judgment set out various alleged undisputed material facts, including certain facts from the deposition testimony by Mayo. It was undisputed that Mayo signed the Signed Waiver, which included provisions for assumption of risk, release of liability, and a covenant not to sue. Mayo also agreed that he never observed the pedestrian enter the road, Mayo had no personal knowledge of the pedestrian prior to the accident, Mayo was not aware of any bike race track that is completely safe, Mayo had signed similar waivers on at least twenty previous occasions, and he was aware of the risks involved in racing.

¶5 Mayo argued in his Response to Motion for Summary Judgment, in part, that he did not assume any risk or waive his right to sue Tulsa Tough. Mayo admitted he had no personal knowledge of the pedestrian prior to the crash. Mayo's response also included deposition testimony from several witnesses regarding their concerns about safety arguably due to "numerous incursions by pedestrians onto the race course." For example, Zachary Gass testified that he observed an individual who he perceived to be dangerous to himself and others, including racers:

The person was stumbling around, both onto the course and up on the sidewalk, was staring at other spectators, yelling at them. Almost like you would hear a homeless man scream, you know, obscenities or -- or nonsense...

Mr. Gass testified he approached a Tulsa Police Officer, told the officer about his concerns, and "asked the police officer -- given my concerns of the man wandering onto the course, I had asked the police officer for assistance in helping politely moving the -- the man away from the race course."

¶6 Steven Petersen testified that he had the impression the event was understaffed, but he agreed that this is not uncommon for bike races. Mr. Petersen additionally testified:

[A]fter we interacted with this guy, we sought out a volunteer and a police officer to sort of relay that incident or that interaction with. I do think, you know, the impression at the time was that there was -- you know, it was foreseeable that something might happen with this person.

¶7 Matthew McReynolds testified he observed an individual "traipsing up and down the sidewalk and then getting actually onto the course while races were going on." He testified that as soon as he saw the individual on the course, he yelled at the individual to get off the road. He testified that, after about five or ten minutes of watching the individual meandering on and off the course and ignoring his commands to get off the road, he reported what he observed to a race official. Mr. McReynolds testified he told the official:

Hey, there's this -- this man that is acting erratically, and he's getting onto the course. He's a danger. We highly recommend you get this guy off -- off the course.

Mr. McReynolds testified the race official acknowledged the concern and that:

I do recall him actually going up to that individual and getting him off the course, like shepherding him off the course. I don't recall if it was immediately after we said it, because who knows if the guy was on the course when we were talking to the official. But I do recall actually seeing him escort this man off the course.

He testified the response of the race official seemed reasonable but then he observed the man back on the course within ten to fifteen minutes after being escorted off the course. He testified that at times he thought the man was just standing on the course. Mr. McReynolds stated he and two others approached a police officer and said: "Hey, there's this guy. It's really dangerous. He keeps going out on the course. We think you need to do something. Like something needs to be done. Like this guy is going to hurt someone." In addition, the following exchange occurred during Mr. McReynolds' deposition after he reviewed an email he wrote soon after the event:

[Mr. McReynolds] So I will say this. This -- I did say in my testimony earlier that I observed it one time. But it seems like -- you know, this was in 2022, not long after the actual event. It says that the race official ran up to get the mentally ill man off the course multiple times. So it was more than once that this official or officials tried to get the man off, but he continued to be on the course.

Q. And the -- and the race official kept getting him off the course?

A. Yeah.

¶8 Mayo included in his response excerpts from the deposition of Malcolm McCollam, the Executive Director for Tulsa Tough. McCollam testified, in part, regarding the standards for race volunteers:

[Mr. McCollam]: I think the standard they are given is to politely ask people to clear the course. And if they're not -- if they can't comply, then try to get help the best you can. And if there's a police officer there, that's probably the best option.

[Mr. McCollam]: We expect them to use their best judgment. They're volunteers. They're not law enforcement people. They have no crowd law enforcement training or anything like that. And, yeah, we ask them to use good judgment and do whatever's reasonable.

Mr. McCollam testified regarding the safety of the course.

[Mr. McCollam]: Given everything we knew about the traffic patterns in previous years of racing, I think we took all reasonable steps to make sure we were producing a safe event.

Q. But more can always be done?

A. I suppose you could -- I suppose you could speculate that more could be done. Whether it makes a difference or not is -- would also be subject to debate.

¶9 The trial court granted Tulsa Tough's Motion for Summary Judgment on February 24, 2026, finding that Mayo "signed a valid, enforceable waiver of 'any claims' to voluntarily participate in a bike race and the waiver form included [Mayo's] assumption of risk." This timely appeal follows.

STANDARD OF REVIEW

¶10 Summary judgment may be granted if a movant demonstrates there is no substantial controversy as to any material fact based on the evidence included with the motion, that there is no genuine issue regarding any material facts, and that the movant is entitled to judgment as a matter of law. See 12 O.S. § 2056; and Rule 13, 12 O.S., Ch. 2 App., Rules for the District Courts. "All conclusions drawn from the evidentiary material submitted to the trial

court are viewed in the light most favorable to the party opposing the motion." *Moore v. Warr Acres Nursing Center, LLC.*, 2016 OK 28, ¶ 13, 376 P.3d 894, 898. A summary judgment ruling "is to be made upon the record which the parties have actually made and not that which is potentially possible. Thus a mere contention that such facts exist is not sufficient to withstand a motion for summary judgment." *Daugherty v. Farmers Co-op. Ass'n*, 1984 OK 72, ¶ 5, 689 P.2d 947, 949 (citations omitted). We review an order granting summary judgment *de novo*. *Boyle v. ASAP Energy, Inc.*, 2017 OK 82, ¶ 7, 408 P.3d 183, 187. *De novo* review involves a plenary, independent, and non-deferential examination of the legal rulings made by the trial court. *In re MacFarline*, 2000 OK 87, ¶ 3, 14 P.3d 551, 555.

ANALYSIS

¶11 Mayo included three issues on appeal at Exhibit "C" of his Pet.-in-Error, which we have reformulated as raising only two issues. ² Mayo argues that summary judgment was not proper in light of the allegations that Tulsa Tough's "so-called Release was for another party." Mayo also argues that Tulsa Tough may not enforce the waiver because Mayo seeks recovery for alleged reckless behavior and, as he argued, a waiver is void where there is willful or gross negligence. In that context, he argued the Signed Waiver only contemplated a release of ordinary negligence.

Parties to the Signed Waiver.

¶12 Mayo first asserts that the Release he signed electronically was prepared for another party and should not apply to a race in Oklahoma. Mayo admits the Signed Waiver was created by Tulsa Tough's governing body (USA Cycling or "USAC") but argues that it was not drawn up for the State of Oklahoma or any race therein. Mayo claims Tulsa Tough "cannot rely upon a waiver it did not create". We disagree with Mayo.

¶13 A contract is an agreement to do or not to do a certain thing. 15 O.S. § 1. The intent of the parties controls the meaning of the contract and the rules for ascertaining intent are set forth in 15 O.S. §§s 151-157. *Founders Bank and Trust Co. v. Upsher*, 1992 OK 35, ¶ 10 and n. 16, 830 P.2d 1355, 1361. The language of a contract governs its interpretation, and the intention of the parties is to be ascertained from the writing alone, if possible. 15 O.S. §§s 154 & 155. Also, a contract is to be interpreted according to the law and usage of the place where it is performed or according to the law and usage of the place where it is made. 15 O.S. § 162.

¶14 The Signed Waiver was required before Mayo could participate in the Tulsa Tough race and the agreement purportedly protects USAC and all of its "members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event" from being sued.

¶15 The Signed Wavier also included a provision stating the agreement is governed by Colorado law. ³ There is, however, no information in the pleadings demonstrating either Mayo or Tulsa Tough has insisted on enforcement of the choice of law provision of the agreement. Parties may waive the right to enforce contractual provisions in Oklahoma. See *Insurance Co. of North America v. Renfro*, 1926 OK 250, ¶ 13, 247 P. 990, 992 ("A waiver of a contract right is a voluntary and intentional renunciation of it, and some positive act or some positive inaction inconsistent with the contract right is necessary to create the waiver."); and *Johnson v. E.V. Cox Const. Co.*, 1980 OK CIV APP 30, ¶ 14 and n. 3, 620 P.2d 917, 920 ("Contracting parties can expressly or implicitly waive performance violations and assent to contractually proscribed procedures."). ⁴ Accordingly, notwithstanding Mayo's argument that the Signed Waiver was prepared "for another party" and the choice of law provision therein, Tulsa Tough was entitled to enforce the Signed Waiver based on its clear and explicit language.

Negligence Claim and Claim for Reckless Behavior.

¶16 Mayo additionally argues the Signed Waiver is not a complete bar to recovery because the Signed Waiver only explicitly covers ordinary negligence. He further argues that a waiver is unenforceable in cases where evidence is shown of gross negligence. We agree that 15 O.S. § 212 precludes releases that attempt to provide a waiver or exemption from acts of "fraud, or willful injury to the person or property of another or violation of law . . .". See *Schmidt v. U.S.*, 1996 OK 29, ¶ 8, 912 P.2d 871, 873. We additionally find, however, that because a plea for

punitive damages (i.e., a claim for "recklessness") is not a separate claim for relief but considered to be an element of recovery on an underlying cause of action, summary judgment on the punitive damages claim was proper. See *Bennett v. McKibben*, 1996 OK CIV APP 22, ¶ 20, 915 P.2d 400, 405.

¶17 A claim for negligence may be maintained if a plaintiff can prove there was "1) a duty on the part of the defendant to protect the plaintiff from injury; 2) the failure of the defendant to perform that duty; and 3) injury to the plaintiff resulting from such failure." *Woods v. Fruehauf Trailer Corp.*, 1988 OK 105, ¶ 19, 765 P.2d 770, 775 (citation omitted). A claim for gross negligence modifies the elements for slight negligence or ordinary negligence, as explained in *Fox v. Oklahoma Memorial Hospital*, 1989 OK 38, 774 P.2d 459, 461 (negligence can be "so flagrant, so deliberate, or so reckless that it is removed from the realm of mere negligence and transmuted into willful and wanton misconduct."). Title 25 O.S. § 6 defines negligence as "[s]light negligence consists in the want of great care and diligence; ordinary negligence in the want of ordinary care and diligence; and gross negligence in the want of slight care and diligence." The *Fox* Court stated "[t]he intentional failure to perform a manifest duty in reckless disregard of the consequences or in callous indifference to the life, liberty or property of another, may result in such a gross want of care for the rights of others and of the public that the finding of a wilful, wanton, deliberate act is justified." *Id.*, at 461. (citations omitted).

¶18 When an individual, such as Mayo, signs an exculpatory agreement, he assumes the risks associated with the activity that is the subject of the agreement. *Schmidt v. U.S.*, 1996 OK 29, ¶ 8, 912 P.2d 871, 873. Exculpatory agreements are generally enforceable but distasteful to the law. *Id.* Consequently, three elements must be satisfied or the agreement is not enforceable. *Id.* We will analyze each element in turn.

¶19 First, the language of the agreement "must evidence a *clear and unambiguous* intent to exonerate the would-be defendant from liability for the sought-to-be recovered damages." *Id.* Based on the clear and explicit language of the agreement signed by Mayo, we find the first element has been satisfied. See *footnote 1* herein.

¶20 Second, at the time the contract was executed, "there must have been *no vast difference* in bargaining power between the parties." *Id.* To ascertain whether there is a vast difference in bargaining power, courts must consider two factors which include "(1) the importance of the subject matter to the physical or economic well-being of the party agreeing to the release and (2) the amount of free choice that party could have exercised when seeking alternate services." *Id.*, at ¶ 11. In *Manning v. Brannon*, 1998 OK CIV APP 17, 956 P.2d 156, an individual signed a waiver and then was injured in a skydiving incident. *Id.*, at ¶ 1. Regarding the issue of equality of bargaining power, the *Manning* Court noted the plaintiff never presented evidence regarding the importance of skydiving to his economic or physical well-being nor did he argue that skydiving was necessary or important to his economic or physical well-being. *Id.*, ¶ 16. The *Manning* Court additionally noted the plaintiff did not produce evidence that he had no choice but to agree to be trained by and jump with the defendant company rather than going elsewhere or choosing not to engage in skydiving as an activity. *Id.* The *Manning* Court concluded that there was no disparity in bargaining power between the parties. Here, Mayo was not required to participate in the Tulsa Tough race for his economic or physical well-being and he was not required to participate in a USAC event. The record additionally discloses that, since the accident, Mayo has chosen not to participate in any similar events. We, therefore, find there was no disparity in bargaining power between Mayo and Tulsa Tough.

¶21 The third element required to be satisfied for enforceability of an exculpatory agreement is whether enforcement of the agreement would ever be "(a) injurious to public health, public morals or confidence in administration of the law or (b) so undermine the security of individual rights vis-à-vis personal safety or private property as to *violate public policy*." *Schmidt*, 1996 OK 29, ¶ 8. We note that courts have found exculpatory agreements were enforceable for activities which include skydiving in *Manning*, 1998 OK CIV APP 17, horseback riding in *Schmidt*, 1996 OK 29, utilizing equipment at a health club in *Martin v. Tan & Tone America*, 1998 OK CIV APP 148, 965 P.2d 995, and paint ball games in *Taylor v. Hesser*, 1998 OK CIV APP 151, 991 P.2d 35.

¶22 Mayo requested the trial court to misapply the holding in *Manning v. Brannon*. Mayo argued that *Manning v. Brannon* makes "an exception for gross negligence . . . referring to 15 O.S. § 212[,] making contracts void where there is willful or gross negligence." The relevant language from *Manning v. Brannon* reads:

[W]e find the terms of § 212 do not expressly or implicitly prohibit enforcement of an exculpatory contracts of the type we are faced with today, **that statute avoiding the effect of only those contracts which attempt 'to exempt any one for responsibility for his own ... willful injury to the person or property of another or violation of law, whether willful or negligent.'** We therefore conclude that § 212 does not, as a matter of public policy, proscribe contracts exempting liability for personal injury arising from ordinary negligence. *Schmidt*, 912 P.2d at 873, fn. 8.

Id., at 160 (emphasis added). See 15 O.S. § 212.⁵ Thus, the § 212 exception referenced by *Brannon v. Manning* did not include "gross negligence", but only "willful" conduct or conduct that arises from a "violation of law, whether willful or negligent." *Id.* Because no facts are in the record demonstrating "willful injury" or a "violation of law, whether willful or negligent", the § 212 exception does not apply. We, therefore, find the Signed Waiver did not violate public policy, was not injurious to public health, public morals or confidence in administration of the law, and was an enforceable waiver of Mayo's claim of ordinary negligence.

¶23 Mayo further requested the trial court to recognize a claim for "recklessness", separate and distinct from his claim for ordinary negligence, arguing that "[t]he Defendant's inactions rise to the level of recklessness due to the several instances or notice it had of this pedestrian . . . repeatedly enter[ing] the race course." This argument fails because "recklessness" is not a separate claim for relief but is considered an element of recovery on an underlying negligence claim. See *Rodebush By & Through Rodebush v. Oklahoma Nursing Homes, Ltd.*, 1993 OK 160, ¶ 21, 867 P.2d 1241, 1247 ([a] plea for punitive damages is generally considered to be an element of recovery of the underlying cause of action; it does not constitute a separate cause of action. (citations omitted). The plea for punitive damages rests on the underlying claim, and if there is no recovery on the underlying claim, there can be no recovery of punitive damages. (citations omitted)); *Gowens v. Barstow*, 2015 OK 85, ¶ 20, 364 P.3d 644 ("[a]lthough both reckless disregard and intentional acts of malice may be the basis for a punitive damages award the OUJI instruction [5.6] clearly distinguishes the two[.] . . . [t]he statute concerning punitive damages provides lesser damages for acts constituting reckless disregard than for acts constituting malice."). Reckless disregard for the rights of others has been described in Oklahoma as an awareness of, or culpable indifference to, an unnecessary risk of injury. *Thiry*, 1983 OK 28, ¶ 26. Reckless disregard is distinguishable from acts that clearly show malice. *Gowens v. Barstow*, *supra.*, ¶¶'s 20-21. Malice also is distinguishable from reckless disregard under 23 O.S. § 9.1, because the statute provides lesser damages for acts of reckless disregard than acts that are done intentionally and with malice. *Id.*; 23 O.S. § 9.1. Consequently, we reject Mayo's argument that a claim for "recklessness" exist separate and distinct from a claim for ordinary negligence.

¶24 Even assuming that facts are in the record to demonstrate ordinary negligence, which we do not, Mayo, as the nonmovant responding to a motion for summary judgment, was obligated to "'present something which shows that when the date of trial arrives, he will have some proof to support his allegations.'" *Copeland v. Lodge Enters., Inc.*, 2000 OK 36, ¶ 9, 4 P.3d 695, 699 (citation omitted). See *Combs v. W. Siloam Speedway Corp.*, 2017 OK CIV APP 64, ¶ 29, 406 P.3d 1064, 1071--72.

¶25 Mayo sought to avoid summary judgment on his claim of punitive damages (i.e., recklessness), in part, by including deposition testimony that indicated that race official(s) "ran up to get the mentally ill man off the course multiple times." Based on this and other evidence, he argued that the actions of Tulsa Tough were "willful, wanton, [and] reckless." In *Graham v. Keuchel*, 1993 OK 6, 847 P.2d 342, the Court noted that "[p]unitive damages are allowable when there is evidence of reckless and wanton disregard of another's rights from which malice and evil intent may be inferred . . . [and that] [o]ppressive intent may also be inferred from 'complete indifference to consequences,' 'conscious or reckless disregard of the safety of others,' or 'gross negligence.'" *Id.*, at ¶ 54. See e.g., *Mitchell v. Ford Motor Credit Co.*, 1984 OK 18, ¶ 8, 688 P.2d 42, 45; 25 O.S. § 6. Viewing the facts in the light most favorable to Mayo, we find that Mayo does not have proof to support his claim of "willful, wanton, [and] reckless" conduct because no evidence exists in the record which, if believed, would show "reckless and wanton disregard of another's rights from which malice and evil intent may be inferred . . .". See *Graham v. Keuchel*, *supra.*, at ¶ 54.

CONCLUSION

¶26 For the reasons shown herein, the Journal Entry of Summary Judgment is affirmed.

DOWNING, P.J., and MITCHELL, J., concur.

FOOTNOTES

¹ Mayo admitted he scanned/read the entire Waiver/exculpatory agreement and that it included the following provisions:

Assumption of Risk. **I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants,** animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

Release of Liability. **I hereby forever release, waive, and discharge** USAC, USA Cycling Development Foundation **and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations,** sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") **from any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees.**

Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

(emphasis added).

² This is an accelerated appeal. In accelerated appeals the pleadings submitted to the trial court serve as the appellate briefs and the issues included at Exhibit "C" of the Pet.-in-Error constitute the assignments of error. *Farley v. City of Claremore*, 2020 OK 30, ¶ 10, 465 P.3d 1213, 1221 (superseded by statute).

³ The exculpatory agreement provides:

Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

⁴ We express no opinion as to whether the choice of Colorado law provision would have been enforceable if Tulsa Tough insisted on transferring the lawsuit to Colorado.

⁵ Title 15 O.S. § 212, provides as follows: "[a]ll contracts which have for their object, directly or indirectly, to exempt any one from responsibility for his own fraud, or willful injury to the person or property of another or violation of law, whether willful or negligent, are against the policy of the law."

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<u>1993 OK 6</u> , <u>847 P.2d 342</u> , <u>64 OBJ 420</u> ,	<u>Graham v. Keuchel</u> Discussed
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<u>2000 OK 87</u> , <u>14 P.3d 551</u> , <u>71 OBJ 2901</u> ,	<u>IN RE MACFARLINE</u> Discussed

Cite Name	Level	
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<u>2015 OK 85, 364 P.3d 644,</u>	<u>GOWENS v. BARSTOW</u>	Discussed
<u>2016 OK 28, 376 P.3d 894,</u>	<u>MOORE v. WARR ACRES NURSING CENTER, LLC.</u>	Discussed
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<u>2020 OK 30, 465 P.3d 1213,</u>	<u>FARLEY v. CITY OF CLAREMORE</u>	Discussed
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<u>1983 OK 28, 661 P.2d 515,</u>	<u>Thiry v. Armstrong World Industries</u>	Cited
<u>1984 OK 18, 688 P.2d 42,</u>	<u>Mitchell v. Ford Motor Credit Co.</u>	Discussed
<u>1984 OK 72, 689 P.2d 947,</u>	<u>Daugherty v. Farmers Co-op. Ass'n</u>	Discussed

Title 12. Civil Procedure

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Title 15. Contracts

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Title 23. Damages

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Title 25. Definitions and General Provisions

Cite	Name	Level
<u>25 O.S. 6,</u>	<u>Types of Negligence Defined</u>	Discussed