



Waiver, Release, and Indemnity



This Agreement is a legally binding release of liability, waiver, discharge, covenant not to sue, assumption of risk, and agreement to indemnify, given by the undersigned individuals on behalf of themselves and their below-listed minor children (collectively, "Participants") to the Snoqualmie Indian Tribe ("Tribe"). In exchange for and in consideration of the privilege of participating in the activities of the 2019 Canoe Journey and classes and events occurring beforehand to prepare Participants for the 2019 Canoe Journey, which may include, but are not limited to, canoeing, swimming, water safety training, food and plant gathering, preparation of traditional clothing and items, transportation in Tribal or private vehicles driven by Tribal staff, meals/snacks, camping, dancing, carrying heavy items, riding in a support boat, and other related recreational and cultural activities that may take place indoors, outdoors, in water, and on land (collectively, the "Activities"), the Participants hereby agree as follows:

- 1. Compliance with Laws.** Participants agree to comply with all applicable laws, regulations, rules, and orders of the federal government, State of Washington, and the Tribe. Violations of applicable laws, regulations, rules, or orders may result in exclusion from the Activities.
- 2. Acknowledgment and Assumption of Risk.** Participants expressly acknowledge and agree that participation in the Activities is potentially dangerous and involves risk of bodily injury, death, and property damage to Participants and others. Participants knowingly and voluntarily choose to participate in this activity and to assume this risk. Participants are wholly responsible for any and all injuries/deaths to person(s) and damage to property that may result from, arise from, or occur in connection with participation in the Activities by Participants and/or their children, invitees, guests, or other attendees.
- 3. Consent to Medical Treatment.** If Participants become ill or injured while participating in the Activities, Participants hereby grant full permission to the Tribe and its designees to take whatever steps are reasonably necessary to render emergency medical care, up to and including hospitalization.
- 4. Indemnification.** Participants agree to release, hold harmless, indemnify, and defend the Tribe and its officers, directors, and employees, from and against any and all claims, losses, liability, causes of action, judgments, damages and costs (including attorney fees) arising from injuries/death to person(s) or damage to property which may result from, arise from, or occur in connection with, participation in the Activities by Participants and/or their children, invitees, guests, or other attendees. Notwithstanding the foregoing provision, the Tribe will have the exclusive right to control the defense and any settlement of such claims, causes of action, etc.
- 5. Waiver, Release, Discharge, and Covenant Not to Sue.** Participants hereby waive, release, and discharge the Tribe and its officers, directors, and employees from any and all claims and causes of action of any kind which Participants may now or hereafter have resulting from or in connection with this Agreement or Participants' participation in the Activities. Participants further covenant not to sue the Tribe for any such claims or causes of action. Participants understand and acknowledge that this waiver, release, discharge, and covenant not to sue means that Participants will not have the right to sue the Tribe, its directors, officers, or employees.
- 6. Limitation of Liability.** In no event will the Tribe be liable for any damages of any kind, whether direct, indirect, special, incidental, or consequential; or whether arising in tort, contract, or any other legal theory; in connection with or arising from this Agreement or Participants' participation in the Activities.
- 7. Permission to Use Images.** Participants hereby grant full permission to the Tribe and its designees to use any photographs, videos, recordings, or any other record of Participants' participation in these Activities for any legitimate purposes, without compensation, notice, or further permission.
- 8. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Tribe. Participants acknowledge that they have voluntarily entered into a consensual relationship with the Tribe and, by doing so, knowingly and voluntarily consent to the personal jurisdiction of the Tribe. Participants also agree that the Snoqualmie Tribal Courts will have exclusive jurisdiction over any disputes that may arise in connection with this matter. Participants further agree that the Tribe possesses sovereign immunity, and that nothing in this Agreement waives or may be deemed to waive the Tribe's sovereign immunity, which the Tribe hereby expressly retains.

9. **Severability.** Participants intend this Agreement to be as broad and inclusive as is permitted under applicable law, and if any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, Participants agree that the remaining portions of the Agreement will continue in full force and effect.
10. **Certification.** Each undersigned certifies that s/he is aged 18 or over, of sound mind, and not currently under the influence of alcohol or drugs; and that s/he has read this Agreement in its entirety, fully understands all provisions of this Agreement, and voluntarily accepts and agrees to sign this Agreement. Each undersigned further certifies that s/he is the parent or legal guardian of the below-listed minor children, that s/he signs both on behalf of her/himself and on behalf of the below-listed minor children, and that s/he has all legal authority to do so.

PARENT/GUARDIAN SIGNATURE(S) ON BEHALF OF SELF AND BELOW-LISTED MINOR CHILDREN:

Dated: _____ Signature: _____
Print Name: _____
Address: _____
Phone: _____

Dated: _____ Signature: _____
Print Name: _____
Address: _____
Phone: _____

MINOR CHILD(REN) WHO THE PARENT(S)/GUARDIAN(S) ALSO MAKE SUBJECT TO THIS WAIVER, RELEASE, AND INDEMNITY:

Name: _____ D.O.B. _____

Name: _____ D.O.B. _____

Name: _____ D.O.B. _____

Name: _____ D.O.B. _____

Name: _____ D.O.B. _____

Name: _____ D.O.B. _____