

Waiver and Release of Liability

I, _____, wish to participate in the following event:

Southern Ute Tribal Fair Parade

I understand there are certain dangers associated with this event and therefore:

I do for myself and my heirs, legal representatives, successors and assigns hereby voluntarily and unconditionally waive, release, discharge, and covenant not to sue the Southern Ute Indian Tribe, a federally recognized Indian Tribe ("Tribe"), each division and affiliate of the Tribe including the Tribe's Cultural Department ("Department"), and each of their respective Council members, officials, directors, executives, employees, agents, successors, predecessors and assigns from any and all costs, liabilities, expenses, claims, demands, damages, attorneys' fees, actions, causes of action, or suits of whatsoever kind or nature arising from, relating to, or in connection with my participation in any program, event, or activity that is part of the Tribe's 2024 Tribal Fair and Pow Wow. I understand that this full, complete, and final waiver and release of liability is intended to be as broad and as inclusive as permitted by the laws of the Southern Ute Indian Tribe, and if any portion is held invalid, it is agreed that the remainder of the waiver shall continue in full legal force and effect.

This release and waiver shall be construed according to the laws of the Southern Ute Indian Tribe. Exclusive venue and jurisdiction shall be in the Tribal Court of the Southern Ute Indian Tribe. Nothing herein shall constitute a waiver of the sovereign immunity of the Tribe.

I affirm that I am of legal age and am freely signing this agreement. I have read, or have had read to me, this Acknowledgement, Release and Waiver and understand and voluntarily agree to its provisions.

Participant

Guardian (where participant is a minor)

Witness

Date