



**104<sup>th</sup> Southern Ute Tribal Fair and Rodeo**  
**September 11-13, 2026 | September 18-19, 2026 | September 27, 2026**

**Agreement for Assumption of Risk, Waiver, Release of Liability, and Indemnification**

1. **Risk Exists.** The risk of injury from my voluntary participation in this activity is significant, including the potential for serious injury and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury and even death still exists. Despite these risks, I choose to voluntarily participate. To the best of my knowledge, I am in good physical condition and fully able to participate in this activity. I understand that I should obtain the advice of a physician before engaging in this activity.
2. **Assumption of risk.** I acknowledge the inherent dangers associated with participation in the Southern Ute Tribal Fair and Rodeo (September 11-13, 2026 | September 18-19, 2026 | September 27, 2026). I understand and acknowledge that such risks cannot be eliminated, nor does the Tribe have the duty, responsibility, or ability to eliminate such risks due to the nature of the event. The risk of serious personal injury or death from participating in the Southern Ute Tribal Fair and Rodeo.

I knowingly assume all such risks of injury, sickness, disease, or death that may result from my participation in the activities, events, programs of the Southern Ute Tribal Fair and Rodeo.

3. **Waiver and release of liability.** For myself and my heirs, legal representatives, successors and assigns, I hereby voluntarily and unconditionally waive, release, discharge, and covenant not to sue the Tribe, Tribal Council, appointed officials, employees, agents, successors, predecessors and assigns from any and all claims, costs, liabilities, expenses, claims, including bodily injury, sickness, disease, or death, demands, damages, attorney fees, actions, causes of action, or suits of whatsoever kind or nature.
4. **Indemnification.** I agree to defend and indemnify the Tribe, Tribal Council, appointed officials, employees, agents, successors, predecessors for any loss or damage that results from claims or lawsuits for personal injury, death, and/or property loss or damage related in any way to activities, programs, and participation in the Southern Ute Tribal Fair and Rodeo.
5. **Governing law, venue, and non-waiver of immunity.** I agree that the venue for the resolution of any disputes arising from this agreement shall be the Southern Ute Tribal Court and the governing law shall be applicable federal and Tribal law. Nothing in this agreement shall constitute a waiver of sovereign immunity of the Tribe.
6. **Photo Consent & Release.** I hereby authorize the Southern Ute Indian Tribe, its employees, agents, and authorized representatives (collectively "Released Parties") to use photographs of myself and/or my child(ren) captured during the activity to be used for promotion, publicity, social media, or archives. I warrant and represent that use of these photographs will not violate any right of publicity, right of privacy, or violate the law and, on behalf of myself, my heirs and representatives waive any compensation or ownership rights and I agree to release and hold harmless the Released Parties from any claims,



liability, or damages that may arise from the use of said photographs. I waive any right to inspect or approve the use of my or my children's likeness for the purposes of this release.

7. **Minor participant waiver and release of liability.** As the parent/legal guardian, I assume all responsibility for the safety and welfare of children under my legal and physical care.
- a. All minor children are required to obtain written permission and release of liability from the parent/Legal Guardian(s) of any program/activity if the participant is under the age of 18.
  - b. For myself and my heirs, any child(ren) that I have legal guardianship, legal representatives, successors and assigns, I hereby voluntarily and unconditionally waive, release, discharge, and covenant not to sue the Tribe, Tribal Council, appointed officials, employees, agents, successors, predecessors and assigns from any and all claims, costs, liabilities, expenses, claims, including bodily injury, sickness, disease, or death, demands, damages, attorneys' fees, actions, causes of action, or suits of whatsoever kind or nature.
  - c. I acknowledge that all minors under my legal and physical care are to be supervised by me or an adult at all times. The Southern Ute Indian Tribe, elected officials, appointed officials, employees, agents, or volunteers are not responsible for the supervision or care of minor children under my legal or physical care.

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.

I affirm that I am of legal age and am freely signing this agreement. I have read this Acknowledgement, Release of Liability, and Waiver and fully understand its provisions. By signing below, I am (1) entering into this agreement on my own behalf and on behalf of my child(ren) or any child(ren) that I have legal guardianship, (2) representing, if I am an adult in whose care the minor participant has been entrusted, that I have the authority to sign this document on behalf of the minor participant, and (3) agreeing to be bound by the terms of this agreement.

Participant Name (printed): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Minor Participant(s)**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Legal Guardian Name (printed): \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_