



PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM

Please read carefully! This is a legal document that affects your legal rights!

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____ (month) _____ (year) on behalf of _____ (name), (the "Participant"), releasing the Hoopa Valley Tribe (the "Tribe") and each of its departments, subsidiaries, entities, directors, officers, employees, and co-operators of any and all liability arising out of the Participant's participation in _____ (activity) from _____ (date) to _____ (date) .

- Waiver and Release:** The Participant releases and forever discharges and holds harmless the Tribe and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant in the Event, including claims arising out of negligence. I/We understand and acknowledge that this Release discharges the Tribe from any liability or claim that I/we may have against the Tribe with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the Event.
- Insurance:** I/We affirm that the Participant is covered by primary medical insurance and/or understand that I am responsible for the Participant's medical bills if injury occurs. Further, I/we understand that the Tribe does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation or liability on the part of the Tribe beyond what may be offered freely by the Tribe in the event of such injury or medical expenses incurred by the Participant.
- Assumption of Risk:** I/We, affirm that the Participant understands that the activities provided by the Event and which the Participant is involved in may include activities that are inherently dangerous to the Participant, including but not limited to

_____ .
(activity)

I/We hereby expressly assume the risk of injury or harm of the Participant from these activities and Release the Tribe from all liability for injury, illness, death, or property damage resulting from these activities.

- Photographic Release:** I/We grant and convey to the Tribe all right, title, and interest in any and all photographs, images, video or audio recordings of the Participant or his or her likeness or voice made by the Tribe in connection with the Participant's involvement in the Event, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- Medical Treatment:** I/We hereby release and forever discharge the Tribe from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with the Event. I/We give our consent for the Tribe to provide, administer, or obtain medical treatment for the Participant.
- Other:** I/We, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Hoopa Valley Tribe or other applicable laws and that this Release shall be governed by and interpreted in accordance with the laws of the Hoopa Valley Tribe. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

(If Participant is a minor, the Participant's Guardian must sign and complete below)

I, the Guardian of the above-named Participant, do hereby give my consent to his/her participation in all activities of the Event. The Participant and the Guardian desire that the Participant engage in activities related to serving or participating in the Event as a player or participant. The Participant and the Guardian are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Event.

By signing below, I, the Guardian of the above-named Participant, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

Participant's / Legal Guardian's Signature

Date

HOOPA INSURANCE & RISK MANAGEMENT:

DATE RECEIVED: _____

NAME: _____

Print Name: First MI Last

SIGNATURE: _____