

CHEROKEE NATION

WAIVER OF LIABILITY AGREEMENT

Release executed on _____, 20____, by _____ (full name of participant), of _____ (address), City of _____, State of _____, hereinafter referred to as Participant.

Location of Activities: _____

Date of Activities: _____

Description of Participant Activities: _____

(hereinafter referred to as "Participant Activities.")

This agreement shall apply to all activities performed by the Participant where the activities pertain in any manner to the Participant Activities.

The Participant, for herself/himself, her/his spouse, legal guardians/representatives, heirs, and assigns, hereby releases, waives and discharges the Cherokee Nation, its officers and agents, and each of them, from all liability to the Participant, her/his spouse, legal guardians/representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting from engaging in the Participant Activities, on account of injury to the Participant's person or property, even injury resulting in death of the Participant, whether caused by the negligence of the Cherokee Nation or otherwise while the Participant is engaging in the Participant Activities.

The Participant agrees to hold harmless and indemnify the Cherokee Nation against all loss, liability, damage, and expense caused by or connected with the activities of the Participant. It is understood that the intent of this provision is to absolve and protect the Cherokee Nation from any and all loss, liability, damage, and expense caused by or connected with the Participant Activities.

The Participant further agrees to indemnify the Cherokee Nation, its officers and agents, and each of them from any loss, liability, damage or cost the Cherokee Nation, its officers and agents, and each of them may incur due to the presence of the Participant during the Participant Activities, whether caused by negligence of the Cherokee Nation, its officers and agents, or otherwise.

The Participant agrees to not institute any action or suit at law or in equity against the Cherokee Nation, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for on account of any damage, loss, or

injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of the Participant Activities.

The Participant hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of Cherokee Nation or otherwise while engaging in the Participant Activities.

The Participant understands that nothing in this agreement should be construed as a waiver of sovereign immunity by the Cherokee Nation. The Participant expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Cherokee Nation, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, have read and understand this "Waiver of Liability Agreement."

Signature of Participant

Date

Signature of Parent/Guardian

Date

Signature of Sponsoring Department

Date

