

WAIVER OF LIABILITY / RELEASE OF CLAIMS
SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN

**Use of Eagles Nest Gym and/or Wii Maajiikwad Building and/or
Participation in Recreation Department Programming**

I, the undersigned, knowingly and voluntarily make the following release and waiver of all claims arising from or related to (1) the use of the Eagles Nest Gym and/or Wii Maajiikwad Building owned by the Saginaw Chippewa Indian Tribe of Michigan (the "Tribe"), a federally recognized sovereign Indian tribe, and/or (2) participation in the Tribe's Recreation Department Programming.

I UNDERSTAND AND ACKNOWLEDGE THAT USE OF THE EAGLES NEST GYM AND/OR WII MAAJIIKWAD BUILDING AND/OR PARTICIPATION IN RECREATION DEPARTMENT PROGRAMMING HAS INHERENT AND INCIDENTAL RISKS THAT COULD RESULT IN PROPERTY LOSS, SERIOUS INJURY, OR DEATH. I expressly and voluntarily assume all risk of property loss, personal injury, or death, whether foreseeable or not, sustained in connection with the use of the Eagles Nest Gym and/or Wii Maajiikwad Building and/or participation in Recreation Department Programming. Further, I understand and agree that should injury occur during my use of the Eagles Nest Gym and/or Wii Maajiikwad Building and/or participation in Recreation Department Programming, the Tribe's staff will make arrangement for emergency transportation of myself or my child. In the event of reasonable attempts to contact the emergency contacts I have provided, should said attempts be unsuccessful, I hereby give my consent for the administration of any treatment deemed necessary by a licensed physician or medical personnel and also agree to the transfer of myself or my child to the hospital for medical treatment and I shall be solely responsible for all financial obligations incurred.

In consideration for allowing me or my child to use the Eagles Nest Gym and/or Wii Maajiikwad Building and/or participate in Recreation Department Programming, on behalf of myself and/or my child, my executors, my personal representatives, my administrators, my heirs, and business entities with which I have an ownership interest or employment relationship ("Releasing Parties"), I further agree, and hereby forever release and discharge the Tribe and all of its enterprises and subdivisions, and all of their respective officers, directors, members, agents, employees, successors, assigns, or affiliates (hereinafter collectively as "Released Parties"), from any and all liabilities, claims, damages, costs, loss of services, expenses, or any other causes of action, present or future, known or unknown ("Claims"), which the Releasing Parties may now or hereafter have related to use of the Eagles Nest Gym and/or Wii Maajiikwad Building and/or participation in Recreation Department Programming, including any and all claim for injuries, damages, or death or arising from strict liability or the negligence of any of the Released Parties.

This waiver/release is intended to be as broad and inclusive as permitted by law, and if any portion of this document is deemed invalid or unenforceable, it shall be considered deleted and the invalidity of such provision shall not affect the validity or enforceability of any other provisions of this waiver/release. If any disputes arise from or are related to the use of the Eagles Nest Gym and/or Wii Maajiikwad Building, and/or participation in Recreation Department Programming, and/or this document, I consent and agree that such disputes and this document shall be construed and interpreted in accordance with and governed by the laws of the Saginaw Chippewa Indian Tribe of Michigan, without giving effect to conflicts of law, and the Saginaw Chippewa Tribal Court, located in Mount Pleasant, Michigan, shall hold the exclusive jurisdiction of matters arising from or related to use of the Eagles Nest Gym and/or Wii Maajiikwad Building and/or participation in Recreation Department

Programming, and/or this document. I further consent to enforcement of any judgment of the Tribal Court in any state court of applicable jurisdiction.

If I or another Releasing Party shall commence, join in, or in any manner seek legal relief based upon any of the Claims waived, released, or forever discharged under this document, or if any dispute arises concerning the subject matter or terms of this document, which results in legal action, litigation, or arbitration, then the Releasing Party seeking such relief shall pay all expenses of the Released Parties, including but not limited to, all damages, attorney's fees, and any costs incurred in litigating, defending, or otherwise responding to such lawsuit, action, arbitration, or other Claim.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT AND HAVE RESOLVED ALL QUESTIONS CONCERNING ITS CONTENTS TO MY SATISFACTION. I ALSO UNDERSTAND THAT THIS DOCUMENT CONTAINS, AMONG OTHER THINGS, A COMPLETE RELEASE OF ALL CURRENT AND FUTURE CLAIMS ARISING FROM OR RELATED TO THE USE OF THE EAGLES NEST GYM AND/OR WII MAAJIKWAD BUILDING AND/OR PARTICIPATION IN RECREATION DEPARTMENT PROGRAMMING, AND THAT BY SIGNING BELOW, I AM NOW BARRED FROM BRINGING LEGAL ACTION OR ANY OTHER CLAIMS AGAINST THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN OR OTHER RELEASED PARTIES FOR ANY INJURY OR DAMAGES I MAY SUFFER FROM THE USE OF THE EAGLES NEST GYM AND/OR WII MAAJIKWAD BUILDING AND/OR PARTICIPATION IN RECREATION DEPARTMENT PROGRAMMING.

Participant Signature: _____ Date: _____

Participant Name: _____

Parent/Legal Guardian Authorization: I represent that I am the parent or legal guardian of the above Participant, who is under 18 years of age. I have read the above waiver/release and I fully understand the contents thereof. I give permission for the Participant named below to use the Eagles Nest Gym and/or Wii Maajikwad Building and/or participate in Recreation Department Programming. I, on behalf of myself and the Participant, hereby consent and agree to all of the terms and conditions of this waiver/release, which shall be binding upon me, the Participant, and all other Releasing Parties as set forth above.

Parent/Legal Guardian Signature: _____ Date: _____

Parent/Legal Guardian Name: _____

Emergency Contact Information

Emergency Contact: _____ Phone Number: _____

Relationship to Participant: _____

Address: _____

