



VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver of Liability ("Release") executed on this ____ day of _____ in the year _____ on behalf of _____, ("Volunteer"). The volunteer releases the Eastern Navajo Fair ("ENF") organized and existing under the laws of the Navajo Nation as a certified business organization, each of its directors, officers, coordinators, volunteers, and agents ("Released Parties").

I, the above-named Volunteer, do hereby give my consent to participate in the activities for the 47th Eastern Navajo Fair. The Volunteer understands that the scope of the Volunteer's relationship with ENF is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; and that ENF will not provide any benefits traditionally associated with employment to Volunteer. The Volunteer desires that the Volunteer engage in activities related to serving or participating in the ENF's activities as a player, participant or volunteer. The Volunteer is responsible for the Volunteer's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the ENF.

(Initial each box below as you read. By placing your initials and signing this document you acknowledge and agree to the terms of this document.)

- ☐ **1. Waiver and Release:** I release and forever discharge and hold harmless ENF 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 Volunteer with the ENF, including claims arising out of negligence. I understand and acknowledge that this Release Discharges ENF from any liability or claim that I may have against ENF with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the Volunteer provides to ENF or occurring while Volunteer is providing volunteer services.
- ☐ **2. Insurance:** I affirm that I am covered by primary medical insurance and understand that I am responsible for my medical bills if injury occurs. Further, I understand that ENF does not assume any responsibility for or obligation to provide the Volunteer 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 Volunteer's injury, illness, death or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of ENF beyond what may be offered freely by ENF in the event of such injury or medical expenses incurred by the Volunteer.
- ☐ **3. Assumption of Risk:** I understand that the services provided by me to ENF may include activities that are inherently dangerous to me, including but not limited to any and all activities involving official fair event duties. I hereby expressly assume the risk of injury or harm to me from these activities and release ENF from all liability for injury, illness, death, or property damage resulting from the services I provide as a volunteer or occurring while I am participating in events.
- ☐ **4. Photographic Release:** I, grant and convey to ENF all right, title, and interests in any and all photographs, images, video or audio recordings of the Volunteer or his or her likeness or voice made by ENF in connection with the Volunteer participating in Nonprofit events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- ☐ **5. Medical Treatment:** I hereby release and forever discharge ENF 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 my tenure as a volunteer with ENF. I give my consent for the ENF to provide, administer, or obtain medical treatment for me.
- ☐ **6. Other:** I, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Navajo Nation and that this Release shall be governed by and interpreted in accordance with the laws of the Navajo Nation. I 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.

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

Print Name

Signature

Date