WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

For Community Service Purposes

1. In consideration for receiving permission to participate in the **Community Service Program**, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Sac & Fox Tribe of the Mississippi in Iowa, their officers, agents, or employees (herein referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSE BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict, liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of **Community Service**, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that no one has required me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death which may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities, whether caused by the negligence of releases or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including Court Costs and Attorneys' fees that Releasees may incur due to my participating in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. I also agree to indemnify and defend the Released Parties from any and all third party claims caused in whole or in party by my actions.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse (if any) if I am alive; and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I expressly agree that the terms of release and indemnity contained herein are intended to be broad and inclusive. This Agreement is governed by the laws of the Sac & Fox Tribe of the Mississippi in Iowa, and I hereby expressly agree to the sole jurisdiction of the Courts of the Sac & Fox Tribe of the Mississippi in Iowa as the sole venue for any action arising hereunder.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am atleast eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

☐ I HEREBY CERTIFY that I have personal Health Insurance.
My Insurance Company is: _____.

☐ I DO NOT have Insurance.
☐ I receive medical services at the Meskwaki Health Clinic.

IN WITNESS WHEREROF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 20_____.

_____
Participant Signature

_____
Witness Signature

_____
Print Name

_____
Print Name Job Title, Dept.