

## Tulalip Tribal Facilities Rental Risk Release and Waiver of Liability

In consideration of use of the Tulalip Tribal facilities for an event, I recognize and acknowledge that there may be certain risks of personal injury and property loss arising from the event, and I agree to assume the full risk of any injuries, including death, loss or damage of property from conducting the event.

I agree to waive and relinquish all claims I may have as a result of hosting the event.

I agree and covenant to indemnify, defend, and save harmless the Tulalip Tribes and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the Tulalip Tribes, against and from any loss, damage, cost, charge, expense, liability claims, demand of judgment of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on part of the event participants or the Tulalip Tribes.

In case of suit or cause of action shall be brought against the Tulalip Tribes on account of any act, action, neglect, omission, or default on the part of the event organizers or participants, I hereby agree and covenant to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the Tulalip Tribes. In the event the Tulalip Tribes is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, I agree to immediately notify the Tulalip Tribes in writing of any claim or suit against the Tulalip Tribes to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

This Release and Waiver has been made and shall be governed, interpreted and construed under and in accordance with the laws of the Tulalip Tribes. Any disputes arising under this Release and Waiver shall be decided in the Tulalip Tribal Court. Nothing in this Release and Waiver shall be interpreted as a waiver of the Tribes' sovereign immunity.

I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE RISK RELEASE AND WAIVER OF LIABILITY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Job Title or Position if an Organization: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_