



the Catawba Nation

WAIVER AND RELEASE FORM

996 Avenue of the Nations • Rock Hill, SC 29730
p: (803) 366-4792 • f: (803) 327-4853 • e: info@catawba.com

In consideration for being able to provide services, receive services, to use facilities, or engage in activities or volunteer at events related to the provision of services (collectively “Activities”) by the Catawba Indian Nation, its employees, sponsors, organizers, and event holders (collectively the “Nation”), the Participant on behalf of myself, my heirs, assigns, legal representatives and as legal guardian of any participant or volunteer (collectively “Participant”), agrees to the following terms and conditions (“Agreement”):

Waiver and Release: I, the Participant, release and discharge and hold harmless the Nation 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 my participation in Activities. I understand and acknowledge that this Agreement discharges from any liability or claim that I may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in Activities. Participant hereby agrees to indemnify and hold the Nation harmless from and against any and all liability, loss, damage, or injury as well as all costs and expenses (including attorneys’ fees and costs of any suit related thereto), suffered or incurred by the Participant, to the extent arising from any of the Nation’s actions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions.

Insurance: I understand that the Nation does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of my injury, illness, death, or damage to my property. I expressly waive any such claim for compensation or liability on the part of the Nation.

Medical Treatment: I hereby release and discharge the Nation 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 Participant with the Nation.

Assumption of Risks: I understand that my participation in Activities at the Nation may include activities that may be hazardous to me including, but not limited to involving inherently dangerous activities. As a Participant, I hereby expressly assume the risk of injury or harm from these activities and release the Nation from all liability for injury, illness, death, or property damage resulting from the services I provide as a Participant or occurring while I am providing services for the Nation. Participant realizes that injury, death, or property loss may arise from negligence or carelessness on the part of the Nation from or related to dangerous or defective equipment, property owned, maintained, or controlled by the Nation or because of any other actions, inactions, carelessness, recklessness, or negligence on the part of the Nation or other participants.

Photographic Release: Participant understands that Participant may be photographed while participating in Activities. Participant agrees to allow the Nation, event holders, producers, sponsors, organizers, and their assigns, without charge, to use Participant’s photo, video, or film likeness for any purpose.

Agreement to Be Bound: Participant certifies that Participant has read and understands the terms of this Agreement, and Participant acknowledges that this Agreement will be relied upon by the Nation, and that this Agreement will govern all of Participant’s participation in Activities, volunteering, and all other actions and responsibilities Participant provides to the Nation.



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Waiver and Severability: If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If the Nation decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the Nation in the future to enforce that provision of the Agreement.

Governing Law: Except to the extent that this Agreement may be governed by any federal law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts in the state of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.

Term and Scope of Agreement: This Agreement shall apply to participation in Activities by the Participant to the Nation. This Agreement shall be construed broadly to provide a release and wavier to maximum extent permissible under applicable law.

Modification or Amendment: No change, amendment or modification of this Agreement shall be made unless agreed to in writing by the Nation.

By signing below, I express my understanding and intent to enter into this Agreement willingly and voluntarily.

Event: _____ **Date of Event:** _____

Role in Event: _____

Name: _____ **Date:** _____

Signature: _____

If Participant is under the age of 18, a parent/guardian must read and sign this Agreement.

Parent/ Guardian's Name: _____ **Date:** _____

Parent/ Guardian's Signature: _____