KEWEENAW BAY INDIAN COMMUNITY NATURAL RESOURCES DEPARTMENT

RELEASE AGREEMENT

| Print Name of Participant: First Name: Middle Name: Last Name: Address (Street, City, Zip Code): Date of Birth: Sex (M/F): Phone No.: Tribal Enrollment # (if applicable): Date of Activity: KBNRD permission granted by (insert full name, title and date below): |
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| I, the undersigned, and/or my child(ren)/ward wish to participate as a volunteer or observer in activities offered by the Natural Resources Department ("Activities" and "Department"), and I hereby agree as follows: |
| (1) I acknowledge, understand and appreciate that as part of the participation in the Activities there are dangers, hazards and inherent risks to which I and/or my child(ren)/ward may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I voluntarily accept and assume all risks of injury, loss of life or damage to property arising out of the participation in the Activities for myself and/or on behalf of my child(ren)/ward named above. |
| (2) I agree that I and/or my child(ren)/ward will follow all instructions and directions given by the Department's employees and agents. |
| (3) In consideration of being permitted to participate in the Activities, I hereby RELEASE, DISCHARGE AND HOLD HARMLESS the Keweenaw Bay Indian Community and all of the Community's Tribal Council members, departments, agencies, officers, agents, representatives and/or employees from and against ANY AND ALL demands, claims, suits, losses, liabilities, actions, causes of action and expenses for bodily injury, death and damages of whatever kind or nature, including reasonable attorneys' fees, which may be suffered and incurred as a result of my participation or the participation of my above named child(ren)/ward in the Activities. |
| (4) I acknowledge that my participation and/or the participation of my child(ren)/ward in the Activities may be terminated without advance notice at any time by the Department and I agree that I/my child(ren)/ward will not use or operate any property or equipment of the Department unless specifically authorized by the Department to do so. I/my child(ren)/ward will wear a personal flotation device at all times when in a boat on the water. |
| (5) I have read this document and I understand that I may, at any time, ask questions or request further explanation or information regarding the Activities. I agree to all of the terms and conditions contained in this document. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my child(ren)/ward but also my successors, heirs, representatives, administrators, and assigns. |
| Date: |

Signature of Participant or Parent/Guardian of Participant