

# Building Great Communities

## Bully Awareness Virtual Walk/Run

October 24-November 1, 2020



Release of Liability and Assumption of Risk

*Please read before signing*



**BOYS & GIRLS CLUB**  
OF THE  
SOUTHERN UTE INDIAN TRIBE

**In consideration of your acceptance to participate in the Building Great Communities Run/Walk, you agree to the following:**

1. **Risk Exists.** The risk of injury from your participation in this activity is significant, including the potential for serious injury and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury still exists. I understand the risks involved in participating in this activity and I choose to voluntarily participate.
2. **Waiver & Release of Liability.** For myself and my heirs, I hereby waive and release the Southern Ute Indian Tribe and the Tribe d/b/a the Boys and Girls Club of the Southern Ute Indian Tribe, its officials, agents, and employees (collectively "providers"), for any injury from my participation in this activity.
3. **Assumption of Risk.** I knowingly assume all risks of injury and death that may result from my voluntary participation in this activity and I assume full responsibility for my participation.
4. **Compliance with Rules.** I will comply with the stated and customary terms, rules, and conditions for participation in this activity. If I observe any unusual significant hazard, I will remove myself from participation, address the hazard, and bring it to the Tribe's attention.
5. **Indemnification.** I will defend and indemnify the Tribe and the Tribe d/b/a the Boys and Girls Club of the Southern Ute Indian Tribe, its employees, agents and officials for any loss or damage from claims or lawsuits for injury, death or loss related in any way to my participation in this activity.
6. **Venue.** The sole venue for any dispute arising from this agreement is the Southern Ute Tribal Court and governing law is applicable federal and Tribal law. I hereby consent to the Tribal Court's personal jurisdiction by entering into this agreement. Nothing in this agreement will constitute a waiver of the Tribe's sovereign immunity.

**I read and fully understand the significance of this agreement, and I had the opportunity to ask questions about the meaning of this agreement.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

### **Participants under 18 years old**

I verify that I am the parent or guardian of the participant who is under 18 years of age or the adult in whose care the participant has been entrusted. I read and understand this agreement and I understand the risks involved in the activity. Before signing this agreement, I had the opportunity to ask any questions about this activity. I understand that participants who are under 18 years of age may not always be aware of the inherent risks associated with this type of activity. I agree that it is my duty and responsibility, as either parent or guardian, or as the adult in whose care the participant has been entrusted, to provide supervision in an effort to protect the participant from harm associated with this activity. By signing below, I (1) enter into this agreement on my own behalf and on behalf of the participant; (2) represent, if I am an adult in whose care the participant has been entrusted, that I have the authority to sign this document on behalf of the participant; and (3) agree to be bound by the terms of this agreement.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Parent, Guardian, or Responsible Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent, Guardian, or Responsible Adult