

SunUte Community Center & Multipurpose Facility

PLEASE READ CAREFULLY BEFORE SIGNING

Agreement for Assumption of Risk, Waiver and Release of Liability, and Indemnification

In consideration of being allowed to use the equipment or facilities or to participate in the activities or programs available at SunUte Community Center or the Multipurpose Facility, the undersigned agrees that:

1. Assumption of risk. There are inherent dangers associated with the use of the equipment and facilities and participation in the activities and programs available at the Community Center and Facility. The risk of personal injury or death from the use of the equipment or facilities or participation in the activities or programs available at the Community Center is significant and includes injuries or death caused by, among other things:

- Slipping and falling on wet surfaces
- Overheating or exhaustion due to prolonged use of the sauna or spa or physical activity in hot weather
- Using the diving board
- Dropping weights
- Falling off cardiovascular equipment while in motion, and
- Slipping and falling while participating in recreational activities such as basketball

Potential injuries include but are not limited to:

- Heatstroke
- Paralysis
- Concussion
- Cardiovascular attacks
- Body sprains, breaks, or tears, and
- Known and unknown physical or medical conditions being made worse by high levels of activity

I knowingly assume all risks of injury, whether identified above or not, and death that may result from my voluntary choice to use the equipment or facilities or participate in the activities or programs available at the Community Center and Facility and I assume full responsibility for my participation.

2. Compliance with rules. I agree to comply with the stated and customary terms, rules, and conditions for use of the equipment or facilities or participation in the activities or programs available at the Community Center and Facility. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring the hazard to the attention of the nearest employee immediately.

3. Waiver and release of liability. For myself and my heirs, I hereby waive and release the Southern Ute Indian Tribe d/b/a SunUte Community Center, its Tribal Council members, appointed officials, employees, and agents (collectively “released parties”) from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from my use of the equipment or facilities or participation in the programs or activities available at the Community Center or Facility including but not limited to use of the swimming pool, fitness equipment, and gymnasium. This waiver and release, however, does not apply to claims, liabilities, causes of action and/or damages that are caused by the negligence or willful misconduct of the released parties.

4. Agreement to pay costs and attorney fees. For myself and my heirs, I agree that if I make any claim or bring any suit against the released parties that in any way arises out of my use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility, and such claim or suit is determined by a court of competent jurisdiction to have arisen out of the dangers inherent in my use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility rather than out of the negligence or other wrongful action of the released parties, I will pay the costs and attorney fees incurred by the released parties in the defense of such claim or suit, the enforcement of this agreement, and the

collection of such costs and attorney fees.

5. Indemnification. I agree to defend and indemnify the released parties for any loss or damage that results from claims or lawsuits for personal injury, death and/or property loss or damage related in any way to my use of the equipment or facilities or participation in the programs or activities available at the Community Center or Facility that were not caused by the negligence or willful misconduct of the released parties.

6. Governing law, forum, and non-waiver of immunity. The forum for the resolution of any dispute arising from this agreement shall be the Southern Ute Indian Tribal Court and the governing law shall be tribal law. Nothing in this agreement, however, shall constitute a waiver of any immunity of the Southern Ute Indian Tribe d/b/a SunUte Community Center.

I am 18 years of age or older and have read and fully understand the significance of this agreement. Also, I have had an opportunity to ask questions about the meaning of this agreement before signing it.

Member's signature: _____ Date: _____

Co-member's signature: _____ Date: _____

For participants under 18 years of age:

I verify that I am the parent or guardian of the participant identified below who is under 18 years of age or the adult in whose care the participant has been entrusted. I have read and understand this agreement. Prior to signing this agreement, I have had the opportunity to ask any questions about this agreement and the Community Center and Facility. I understand that (1) the Community Center and Facility provides only limited supervision of minors, as provided in the Community Center's or Facility's membership guidelines and, (2) participants who are under 18 years of age may not always be aware of the inherent risks associated with the use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility. In addition to the terms of the agreement set forth above, therefore, I agree that it is my duty and responsibility, as either a 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 the use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility. By signing below, I am (1) entering into this agreement on my own behalf and on behalf of the participant, (2) representing, 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) agreeing to be bound by the terms of this agreement.

Signature of parent, guardian, or responsible adult:

Printed name of participant(s):

Printed name: _____

Phone Number: _____

Date: _____
