



## Spring Into Motion Incentive

May 8<sup>st</sup>-June 17<sup>th</sup>, 2023



Assumption of Risk, Release of Liability, and  
Photo Consent & Release

Please read before signing

**In consideration for being allowed to participate in the Spring Into Motion, the undersigned agrees to the following:**

1. **Risk Exists.** The risk of injury from participation in this activity hosted by SunUte Community Center 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.
2. **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. I am not participating in this activity as an employee of the Tribe and am not entitled to worker's compensation insurance.
3. **Waiver & 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 officials, agents, and employees (collectively "providers"), for any injury from my participation in this activity.
4. **Compliance with Rules.** I will comply with the stated and customary terms, rules, and conditions for participation in this activity. If, however I observe any unusual significant hazard, I will remove myself from participation and bring the hazard to the attention of the nearest employee immediately.
5. **Indemnification.** I will defend and indemnify providers 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. **Forum.** The sole forum for any dispute arising from this agreement is the Southern Ute Indian 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 constitutes a waiver of the Tribe's immunity.
7. **Photo Consent & Release.** I hereby authorize the Southern Ute Indian Tribe d/b/a SunUte Community Center, its employees, agents, and authorized representatives (collectively "Released Parties") to use photographs of myself or my child(ren) captured during the activity to be used for promotion, publicity, social media, or archives. I warrant and represent that use of these photographs will not violate any right of publicity, right of privacy, or violate the law and, on behalf of myself, my heirs and representatives waive any compensation or ownership rights and I agree to release and hold harmless the Released Parties from any claims, liability, or damages that may arise from the use of said photographs. I waive any right to inspect or approve the use of my or my children's likeness for the purposes of this release.

**I am at least 18 years of age and I have carefully 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **PARTICIPANTS UNDER 18 YEARS OLD**

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 read and understand this agreement. 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 Parent, Guardian, or Responsible Adult

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

\_\_\_\_\_  
Date