2019 Orme Dam Victory Days 5K Run
Location: Fort McDowell Parks & Recreation Center
Date: November 16, 2018
Time: 6:00am Registration
7:00am Start Time

Participation Form
Photography Release, Waiver of Liability and Indemnification, Assumption of Risk

I, the undersigned, in consideration of my participation and/or my minor child's participation (if applicable) in the 2019 Orme Dam Victory Days 5K Run hosted by the Fort McDowell Yavapai Nation ("Nation") within the exterior boundaries of the Nation on November 16, 2019 (collectively "Activity"), hereby take action for myself, my executors, administrators, heirs, next of kin, successors, assigns, or anyone else who might claim or sue on my behalf as follows:

I agree to abide by the Activity's rules; I agree that prior to the Activity, I will inspect the race course and areas to be used and if I believe it to be unsafe I will immediately advise the coordinators.

I understand and acknowledge that participating in an outdoor 5K race has dangers that no amount of care, caution, instruction, prevention, or expertise can eliminate; therefore, I HEREBY AGREE TO FREELY, VOLUNTARILY, AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, including death, or property damage from my and/or my minor child's (if applicable) participation in or association with the Activity.

I understand that all claims whatsoever arising from all damages to property which may occur as a result of my and/or my minor child's (if applicable) participation in the Activity, will be my sole responsibility.

I HEREBY INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Nation and the Nation's employees, officers, departments, enterprises, and/or affiliates from any and all claims, losses, suits, damages, liabilities, and expenses of whatever kind of nature, including reasonable attorney fees, arising out of or resulting in any way from any negligent, reckless, or intentional act, error, omission, or mistake arising from injury or loss due to my and/or my minor child's (if applicable) participation in the Activity.

I hereby consent to receive medical treatment for myself and/or my minor child (if applicable) which may be deemed advisable in the event of injury, accident, and/or illness arising out of or relating to participation during the Activity. All medical expenses, including medical transportation expenses, which may occur as a result of my and/or my minor child's (if applicable) participation in the Activity, will be my sole responsibility.

I understand while participating in this Activity, I and/or my minor child (if applicable) may be photographed or filmed. I agree to allow my and/or my minor child's (if applicable) photo, video, or film likeness to be used for any legitimate purpose by the Activity holders, producers, sponsors, organizers, and assigns. I further irrevocably waive for perpetuity any claim for compensation of any kind for use or publication of photography or video. I fully discharge the Nation and the Nation's employees, officers, departments, enterprises, and/or affiliates fully and forever from any claim for damages (including, but not limited to, invasion of privacy, defamation, and misrepresentation) arising out of the use of my likeness and publication of photograph or video.

I understand and agree that my and/or my minor child's (if applicable) entry fee is nonrefundable under any circumstance, including but not limited to, cancellation of the Activity due to inclement weather. I acknowledge that there are rules for the protection of all participants. I and/or my minor child (if applicable) agree to review those rules and follow them throughout the Activity. I recognize that my and/or my minor child's (if applicable) failure to abide by all rules may result in discontinued participation.

I understand and agree that this Participation Form is intended to be as broad and inclusive as is permitted by law and that if any term shall be found to be unlawful, void, or for any reason unenforceable, then this Participation Form, including all of the remaining terms, will remain in full force and effect as if such unlawful, void, or unenforceable term had never been included.

The laws of the Nation shall govern this Participation Form, without regard to conflict of law principles. Any dispute or legal action arising from this Participation Form will be exclusively filed and resolved with the Tribal Court of the Nation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS FORM AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY VOLUNTARY SIGNATURE BELOW EXPRESSLY WAIVES LEGAL RIGHTS AND ELIMINATES THE ABILITY TO PURSUE FUTURE LEGAL ACTIONS.

Participant's Signature	Date	Participant's Name (Please print legibly)	Age

Parents/Guardians must also sign for all participants under eighteen (18) years of age.

Parent/Guardian Signature	Date