



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

I, the undersigned, in consideration of my participation or my minor child's participation (if applicable) in the 2019 Orme Dam Victory Days Softball Tournament hosted by the Fort McDowell Yavapai Nation ("Nation") within the exterior boundaries of the Nation on November 22, 2019, through November 24, 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 understand and acknowledge that participating in a softball tournament 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 the Activity.

I understand that all claims whatsoever arising from all damages to property that may occur as a result of my and/or my minor child's (if applicable) participation during or after 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, committees, 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 during this 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 videoed. 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, video, or film likeness. I fully discharge the Nation and the Nation's employees, officers, committees, 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 or publication of photography, video, and film likeness.

I assert that I and/or my minor child (if applicable) are in good health and in proper physical condition to safely participate in the Activity. I and/or my minor child (if applicable) have no known or knowable physical or mental conditions that would affect my and/or my minor child's (if applicable) ability to safely participate in the Activity or that would result in my or my minor child's (if applicable) participation creating a risk of danger to myself, my minor child, or other participants.

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 and/or my minor child (if applicable) further acknowledge that the Activity judges' and staff decisions are final.

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 conflicts 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 _____

Parent/Guardian Signature _____

Date _____

(If Participant is under 18 years old, Parent/Guardian must also sign)