



NATIVE VILLAGE OF EKLUTNA

RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION
OF RISK

The Native Village of Eklutna intends to conduct a community Nut'aq'i n'u Health Fair on April 29, 2023, on land belonging to Eklutna, Inc. (EI). The Village wishes to make the Nut'aq'i n'u Health Fair and its grounds available to various vendors, however cannot do so unless the vendors agree that the Village and Eklutna Inc (EI) will incur no potential liability in so doing.

RELEASE OF LIABILITY FOR ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE: As consideration for being permitted by the Native Village of Eklutna to have a Vendor Booth or other facility at the Nut'aq'i n'u Health Fair, , I, the undersigned, hereby release, indemnify and hold harmless the Native Village of Eklutna and EI, and their officers, officials, agents, employees, staff and volunteers from any and all liability, claims, suits, actions, causes of actions, and damages that I, or that any assignee, beneficiary, heir, personal representative, next of kin, distributee, guardian and/or legal representative of me, have or has, now or hereafter, for death, bodily or personal injuries, disability or damages that in any way arise or result from, or are in any way related to, directly or indirectly, the Nut'aq'i n'u Health Fair my presence and attendance at or participation in the Nut'aq'i n'u Health Fair or my use of the Health Fair grounds for any reason.

This specifically includes release of all claims based upon the negligence, or future negligence, of the Native Village of Eklutna and EI, and their officers, officials, agents, employees, staff, and volunteers. I hereby expressly state that it is my intent to release the Native Village of Eklutna and EI, and their officers, officials, agents, employees, staff and volunteers, from all liability regardless of the cause(s) of said injury, damage or loss. I expressly understand that this means that I am waiving any and all right I may have to make a claim against or sue the Native Village of Eklutna and EI for any injury, loss or damage sustained.

I agree that I, my assignees, beneficiaries, heirs, personal representatives, next of kin, distributees, guardians and/or legal representatives, will not make any claim of any

nature or type against the Native Village of Eklutna or EI, or their officers, employees, staff and/or volunteers, for death, personal or bodily injury or damage arising or resulting from, or in any way related to, directly or indirectly, the Nut'aq'i n'u Health Fair, my presence and attendance at and participation in the Pow-wow, or my use of the Nut'aq'i n'u Health Fair grounds for any reason.

ASSUMPTION OF RISK: I wish to attend and participate in the Nut'aq'i n'u Health Fair with full knowledge of any and all risks and dangers involved. I FREELY AND KNOWINGLY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR, MY PRESENCE AND ATTENDANCE AT AND PARTICIPATION IN THE NUT'AQ'I N'U HEALTH FAIR AND USE OF NUT'AQ'I N'U HEALTH FAIR GROUNDS AND FACILITIES.

INSPECTION OF AND DAMAGE TO FACILITIES: I am liable for any damage to the Nut'aq'i n'u Health Fair grounds and facilities to the extent such damage is caused by my use, and I shall notify the Native Village of Eklutna of any such damage in a timely manner. If damage for which I am responsible occurs, I shall be responsible for prompt and full restoration. Any property which is left at the grounds at the conclusion of the Nut'aq'i n'u Health Fair shall be considered abandoned, at the option of the Native Village of Eklutna, and may be disposed of by it in any manner as it deems appropriate, in its sole discretion. Any costs incurred by the Native Village of Eklutna for removal and/or storage of my property shall be charged to, and be due and payable by, me.

I affirmatively represent that I have inspected the Nut'aq'i n'u Health Fair grounds and facilities to my satisfaction and agree that they are in satisfactory condition for my intended use.

INDEMNIFICATION: I agree to defend, indemnify and hold harmless the Native Village of Eklutna and EI, and their officers, officials, agents, employees, staff and volunteers, against any and all claims, demands, actions and causes of action, lawsuits, liabilities and controversies of every kind and nature for injuries, damages, or losses sustained as a result of, in any way relating to, or arising directly or indirectly out of, the Nut'aq'i n'u Health Fair, my presence and attendance at or participation in the Nut'aq'i n'u Health Fair, or my use of the Nut'aq'i n'u Health Fair grounds for any reason.

DISCLAIMER. The Native Village of Eklutna, by virtue of having agreed to allow the undersigned to participate in the Nut'aq'i n'u Health Fair under this Release document, has not made and does not make any representation or warranty, express or implied, as to the condition or suitability of the Nut'aq'i n'u Health Fair grounds or facilities.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I **AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING A RELEASE OF**

ALL CLAIMS OF NEGLIGENCE (INCLUDING FUTURE NEGLIGENCE) AGAINST THE NATIVE VILLAGE OF EKLUTNA AND EI, AND THEIR OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, STAFF AND VOLUNTEERS AND UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT, AND FULLY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. I EXPRESSLY AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED.

SOVEREIGN IMMUNITY: The undersigned acknowledges the sovereign immunity of the Native Village of Eklutna and agrees that such immunity prevents any type of action or suit from being filed against the Native Village of Eklutna. It is the intent of the parties that this immunity remains in full force and effect, and nothing herein is to be deemed or construed as a waiver of that immunity.

Date: _____

Printed Name: _____

Signature: _____