



DINÉ COLLEGE

Office of the President

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Agreement must be completed in order to participate in the activities associated with this PCA, course, or activity.

Participant (print full name): _____
Program: Spring 2023 STEM Festival
Course: Spring 2023 STEM Festival
Activity: Spring 2023 STEM Festival

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Parent/Guardian") of the minor, under age 18, of the Participant named above. I am familiar with the curriculum and/or the activities which take place in the above named PCA, course or activity.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above Program, Course or Activity at the Diné College (the "PCA"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the PCA which may expose the participant to illness, injury, or death. Participant or Parent/Guardian freely and voluntarily participates or allows participation in the PCA with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of illness, injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Parent/Guardian of Participant understands and acknowledges that the Diné College ("College") is not an insurer of Participant's behavior, actions or participation in the PCA, and that the College assumes no liability whatsoever for personal injuries or property damages to Participant's property or to third persons arising out of participation in the PCA. Participant or Parent/Guardian hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the College, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named PCA, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Participant or Parent/Guardian of Participant agrees that the site of any lawsuit arising out of or related to participation in the PCA shall be the Navajo Nation and that this Agreement will be governed by and construed in accordance with the laws of the Navajo Nation, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in the PCA.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by the College in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Parent and/or Guardian of Participant

Date

Participant Health Insurance Information

Health Insurance Provider: _____

Health Insurance ID#: _____

Health Insurance Address: _____

Health Insurance Phone#: _____

Primary Named Insured: _____