

**2nd Annual Kalispel Tribe ATV/UTV Poker Ride Waiver and Release from Liability**  
**Form**

In consideration of the Kalispel Tribe of Indian's allowing my participation in the 2nd Annual Kalispel Tribe ATV/UTV Poker Ride ("Poker Ride")

I (Name) \_\_\_\_\_

and the participation of the following minor(s) passengers:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

For minor passengers, I am the parent/guardian of and I am authorized to enter into this agreement on their behalf, I understand and voluntarily agree to the following:

I acknowledge and understand that Kalispel Tribe of Indian's ("KTI") is a federally recognized Indian Tribe. By entering into this agreement, I am voluntarily entering into a consensual relationship with KTI and I am consenting to its jurisdiction.

I hereby release KTI, including but not limited its entities, enterprises, officers, agents, employees, volunteers, and assigns (collectively "Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, including known and unknown, foreseen and unforeseen, that may occur as result of my participation in the Poker Ride. I hereby for myself, my heirs, legal representatives, or anyone else claiming on my behalf release and discharge Releasees from any and all judgements and/or claims related to my participation in the Poker Ride from any cause or for any harm or injury whatsoever.

Releasees make no promises, guarantees or warranties related to the safety of participation in the Poker Ride and hereby disclaim any responsibility from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation from incidents arising from said participation in the Poker Ride.

I assume any and all risks and hazards associated with my participation in the Poker Ride. I understand my participation in the Poker Ride may result in loss, property damages, serious injury or death.

I agree that terms of this agreement are governed by and shall be construed in accordance with Laws of the Tribe with exclusive jurisdiction given to the Kalispel Tribal Court. KTI and Releasees, within their scope of employment, enjoy sovereign immunity from suit, which

immunity is expressly asserted. Nothing in this document, nor any action taken by Releasees shall be deemed to be a waiver of the sovereign immunity of KTI, unless such waiver is explicit and in writing and fully complies with Tribal and federal requirements for the waiver of such immunity.

I acknowledge and understand that by entering the Reservation as defined in Section 1-2.03 of Tribal Law and Order (“KLOC”), I am entering my own risk, impliedly accepting the existing conditions of Reservation lands and activities and agree to comply with the KLOC.

I understand and acknowledge the terms and conditions of this agreement shall apply from the time I enter the Reservation with my ATV/UTV in preparation for the commencement of the Poker Ride until after I have made a significant departure from the Reservation with my ATV/UTV, without immediate return, following the termination of the Poker Ride. I also agree and acknowledge that my consent to this agreement applies to any third parties I bring along with me on the Poker Ride as my guest, including minors or legal wards for whom I am responsible.

I hereby execute this waiver and release from liability form with knowledge of all its contents and do so voluntarily and with full knowledge of the significance of the same.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_