

**POKAGON BAND OF POTAWATOMI INDIANS  
DEPARTMENT OF LANGUAGE AND CULTURE  
EVENT PARTICIPATION AGREEMENT**

(Use for Minor – Parent must sign)

In consideration for Pokagon Band of Potawatomi Indians (“Band”) permitting the below identified minor (“Minor”) to attend and participate in any program, event or initiative sponsored or coordinated by the Band’s Department of Language and Culture (each an “Event”) and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the below identified parent, guardian or custodian (“Parent”), for himself or herself, and on behalf of the Minor, agrees as follows.

1. The following documents are incorporated into, and form a part of, this Event Participation Agreement (“Agreement”): (a) Event Rules; and (b) Medical Information and Authorization Form. The Band will maintain the Medical Information and Authorization Form as confidential, provided that such form, and all contents thereof, may be disclosed to Band staff and volunteers and emergency or medical personnel who have a need to know.
2. The Parent consents to: (a) the Minor attending and fully participating in an Event, including all related activities; (b) the Band transporting and/or arranging for the transportation of the Minor in connection with an Event; (c) the Band providing the Minor with any medication identified in the Medical Information and Authorization Form; and (d) in the event of any illness or injury of any nature whatsoever suffered by the Minor in connection with transporting, attending or participating in an Event, the Minor receiving medical care. The Parent acknowledges that the foregoing authorization for medical care is given in advance of any specific diagnosis, treatment or medical care being required and serves as specific consent to any and all such diagnosis, treatment or medical care which may be deemed advisable.
3. The Parent acknowledges that transportation in connection with an Event and/or the Minor attending or participating in an Event may involve certain dangers, including but not limited to, injury, bodily harm, disability and death, and that there may be other risks that are not known or reasonably foreseeable at this time (collectively “Risks”). To the fullest extent permitted by law, the Parent, on behalf of himself or herself, the Minor, and their respective personal representatives, successors, assigns, and heirs, accepts and solely assumes all Risks, and all responsibility for all losses, costs, expenses, and damages of any nature whatsoever, which are incurred, directly or indirectly, in connection with transporting the Minor in connection with an Event and/or the Minor attending or participating in an Event, except to the extent any such liability is covered by (and falls within the policy limits of) applicable insurance maintained by the Band.
4. To the fullest extent permitted by law, the Parent, on behalf of himself or herself, the Minor, and their respective personal representatives, successors, assigns and heirs, as applicable, forever releases, waives, discharges and covenants not to sue the Band and its officials, employees, representatives, agents and volunteers (“Released Parties”) from any and all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever which arise, directly or indirectly, in connection with transporting the Minor in connection with an Event and/or the Minor attending or participating in an Event, except to the extent any such liability is covered by (and falls within the policy limits of) applicable insurance maintained by the Band.
5. To the fullest extent permitted by law, the Parent shall indemnify and hold the Released Parties harmless from and against any and all damages, liabilities, awards, settlements, costs, expenses and fees, including reasonable attorney fees and court costs, which arise, directly or indirectly, from any and all threatened or pending claims, actions or suits brought in connection with transporting the Minor in connection with an Event and/or the Minor attending or participating in an Event, including but not limited to, any such claims, actions or suits brought by or on behalf of the Minor, except to the extent any such liability is covered by (and falls within the policy limits of) applicable insurance maintained by the Band.

6. This Agreement shall be construed pursuant to the laws of the Band. Nothing contained herein shall be construed to waive the sovereign immunity of the Band or any other Released Party. If a court of competent jurisdiction shall adjudge any provision, paragraph, sentence, or word of this Agreement to be invalid or unenforceable, such judgment shall not affect or invalidate any other provision, paragraph, sentence or word hereof.
7. By signing below, the Parent acknowledges that he or she has read this entire Agreement (including all documents incorporated herein), had the opportunity to consult with an attorney of his or her choosing regarding the same, and has voluntarily agreed to this Agreement, without duress, and with full knowledge of the consequences thereof. This Agreement is effective on the date of the Parent's signature.

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**Parent's Signature**

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**Print Parent's Name**

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**Date of Signature**

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**Print Minor's Name**

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**Minor's Date of Birth**