

POKAGON BAND OF POTAWATOMI INDIANS
Kë Gbéshmen
PARTICIPATION AGREEMENT
(Parent Must Sign)

In consideration for Pokagon Band of Potawatomi Indians (“Band”) permitting the below identified minor (“Minor”) to attend and/or participate in the 2022 Kë Gbéshmen (“Event”) and, for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the below identified parent, guardian, or custodian (“Parent”), for the Parent, and on behalf of the Minor, agrees as follows.

1. The Parent consents to the Minor attending and fully participating in the Event, including all related activities (except as expressly stated on an Aquatic Activities and Target Archery Opt-Out Form on file with the Band, as applicable), and the Band providing, or arranging for, the Minor to be transported in connection with the Event.
2. The Parent acknowledges and agrees to the COVID-19 Response Plan for the Event, as applicable (“Plan”) and any Supplements to the Plan, including without limitation, understanding COVID-19 transmission, complications, and risks related to the Minor attending and/or participating in the Event (“COVID-19 Risks”), and the Parent shall be solely responsible for making an informed decision about whether the Minor should attend and/or participate in the Event considering all COVID-19 Risks.
3. The Parent acknowledges that the Minor attending and/or participating in the Event and the Minor being transported in connection with the Event may involve certain dangers, including without limitation, sickness, disease, injury, bodily harm, disability, and death and the COVID-19 Risks, 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 the Parent, 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 the Minor attending and/or participating in the Event and/or the Minor being transported in connection with the 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 the Parent, 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 the Minor attending and/or participating the Event and/or the Minor being transported in connection with the 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 without limitation, reasonable attorneys' fees, litigation costs, damage awards, and settlement amounts), which arise, directly or indirectly, from any and all threatened or pending claims, actions or suits brought in connection with the Minor attending and/or participating in the Event and/or the Minor being transported in connection with the Event, whether by the Minor or others, including without limitation, 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 Participation Agreement ("Agreement") shall be construed pursuant to the laws of the Band and, to the extent not inconsistent with Band law, the laws of the State of Michigan, but excluding any Michigan law that would render any part of this Agreement invalid or unenforceable. Nothing in this Agreement 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 part of this Agreement to be invalid or unenforceable, such judgment shall not affect any other part of this Agreement.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parent may execute this Agreement by electronic signature, and this Agreement may be kept in electronic form, which shall have the same legal effect, validity, and enforceability as a manually executed signature or the use of a paper-based recordkeeping system.
8. The Parent certifies that he or she is the parent, guardian, or custodian of the Minor and is authorized to sign this Agreement in the capacity of the Parent. The Parent acknowledges and agrees that: (a) this Agreement is legally binding and enforceable; (b) the Parent read this entire Agreement before signing; (c) the Parent had the opportunity to consult with an attorney regarding this Agreement; and (d) the Parent entered into this Agreement willingly, without duress, and with full knowledge of the consequences. This Agreement is effective on the date of the Parent's signature.

THIS AGREEMENT IMPACTS YOUR LEGAL RIGHTS. PLEASE READ THIS ENTIRE AGREEMENT BEFORE SIGNING.

Parent's Signature

Print Parent's Name

Date

Print Minor's Name

Minor's Date of Birth