



2880 Mission Drive, Shelbyville, MI 49344 | {p} 269.397.1760 | gunlaketribe-nsn.gov

## Gun Lake Tribe Health & Human Services RELEASE AGREEMENT Wellness Center

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS (Street, City, State, Zip Code): \_\_\_\_\_

PHONE (including area code): \_\_\_\_\_

I, \_\_\_\_\_, will be participating in activities at the Match-E-Be-Nash-She-Wish Band of Pottawatomis Indians (a/k/a Gun Lake Tribe) (GLT) (Tribe) Wellness Center, located at 2880 Mission Drive, Shelbyville, MI 49344. In consideration for your allowing me to utilize the GLT Wellness Center, I understand and agree to the following:

For purposes of this Release Agreement, the "Released Parties" shall mean any person or entity associated in any way with the GLT Wellness Center, including but not limited to the Tribe, the Tribe's sponsoring organizations (if any), their respective parents, subsidiaries, affiliates, officers, directors and employees, talent, agents and volunteers at the Activity. Furthermore, for purposes of this Release Agreement, the term "Loss" shall mean all damages, losses, costs, and injuries of every kind and character including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment.

I warrant that I am in good health and have no physical condition that would prevent me from participating. I fully realize, understand and acknowledge the dangers of participating, and that no amount of care, caution or expertise can eliminate such dangers. I fully realize, understand and agree that there are inherent risks, both foreseeable and unpredictable, associated with activity participation at the Wellness Center. I agree to assume and accept full responsibility in spite of and with full knowledge of these risks. My participation in GLT Wellness Center Activities is completely voluntary.

**IN CONSIDERATION OF YOUR ALLOWING ME TO PARTICIPATE, I EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN RELATED TO THE ACTIVITY, OR ANY SUCH PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH ACTIVITIES AT THE GLT WELLNESS CENTER, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BE THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

**I, FOR MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED WITH THE GLT WELLNESS CENTER, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE GLT WELLNESS CENTER, WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CAUSE OR NATURE, AND I FURTHER WAIVE ANY CLAIM THAT I MIGHT STATE OR ASSERT AGAINST ANY OF THE RELEASED PARTIES WHICH I HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF MY ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN GLT WELLNESS CENTER ASSOCIATED ACTIVITIES, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM PARTICIPATION. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT I WILL LOSE ANY RIGHT I MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN AS A RESULT OF MY PARTICIPATION IN GLT WELLNESS CENTER ACTIVITIES, EVEN IF SUCH PERSONAL**

**INJURY, DEATH, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, IN WHOLE OR IN PART. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING OUT OF MY PARTICIPATION, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN.**

I acknowledge and agree that the Released Parties may subsequently use for publicity and/or promotional purposes, my name, likeness, photographs, videotapes or other recordings of me participating in GLT Wellness Center Activities, without any additional consideration to me beyond allowing me to participate in the Activity.

I consent to and permit emergency treatment, medical or otherwise, in the event of injury or illness to myself. I further release all persons associated in any manner with the Activity from any claim whatsoever on account of first aid, treatment or services rendered me during my participation in the Activity.

I acknowledge and agree the release I have granted herein shall extend to and protect the agents, employees, representatives, assigns and successors in interest of the Released Parties.

**I ACKNOWLEDGE AND AGREE THAT THE RELEASE I HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH, OR LOSS I MAY SUSTAIN WHILE PARTICIPATING IN THE ACTIVITY, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY MY SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES, AND/OR OTHER THIRD PARTIES.**

I certify I am over the age of 18 and am legally competent to sign this Release Agreement and I understand that the representations contained in this Release Agreement are contractual and not mere recital. I have fully informed myself of and understand the contents of this Release Agreement and I have signed this document of my own free act.

This Release Agreement and any claims associated with it or the GLT Wellness Center shall be construed according to the laws of the Gun Lake Tribe. I acknowledge and agree that the Activity and/or this Release Agreement is being performed, within the jurisdiction of the Tribe and venue and jurisdiction for any claims associated in any way with this Release Agreement shall only be proper in the Gun Lake Tribe Courts. Nothing herein, however, shall be construed as a waiver of immunity from unconsented suit by the Gun Lake Tribe or any entities.

If any provisions of this Release Agreement shall be deemed to be unenforceable and/or void, the remainder of this Release Agreement shall not be affected thereby and the remainder of this Release Agreement shall be fully enforceable.

**I ACKNOWLEDGE AND AGREE THAT I: (1) HAVE RECEIVED A COPY OF THIS RELEASE FOR REVIEW AND STUDY AND HAVE HAD AMPLE TIME TO REVIEW IT BEFORE SIGNING; (2) HAVE READ THIS RELEASE CAREFULLY; (3) HAVE BEEN GIVEN A FAIR OPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE; (4) UNDERSTAND ITS PROVISIONS; (5) UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY; (6) HAVE DETERMINED THAT IT IS IN MY BEST INTEREST TO ENTER INTO THIS RELEASE; (7) HAVE NOT BEEN INFLUENCED TO SIGN THIS RELEASE BY ANY STATEMENT OR REPRESENTATON BY THE RELEASED PARTIES NOT CONTAINED IN THIS RELEASE; AND (8) ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.**

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