

## Suquamish Indian Tribe 3 on 3 Basketball Tournament Waiver Form

In exchange for and in consideration for the privilege of participating in the Suquamish Indian Tribe's 3 on 3 Basketball Tournament ("Event") to be held on \_\_\_\_\_, 2024 on the Port Madison Reservation, I hereby agree as follows:

1. **Compliance with Rules and Laws.** I agree to comply with all rules and regulations of the Suquamish Indian Tribe. I further agree to comply with all applicable laws, rules, regulations, ordinances, and orders of the federal government, State of Washington, and Suquamish Indian Tribe. Violations of applicable rules or laws may result in disqualification from participating in the Event, exclusion from the premises, and/or disqualification from participating in future events.
2. **Acknowledgment and Assumption of Risk.** Because basketball is a strenuous physical activity, I expressly acknowledge and agree that my participation in the Event involves risk of bodily injury or loss to myself and others. I am of age to, and I knowingly and voluntarily choose to participate in the Event and to assume this risk. I acknowledge to the Suquamish Indian Tribe that I do not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent my participation in the Event. I understand that I will not be permitted to participate in the Event without signing this Waiver.
3. **Waiver, Release, Discharge, and Covenant Not to Sue.** I hereby waive, release, and discharge the Suquamish Indian Tribe and its officers, directors, and employees, and contractors from any and all claims, liability, and causes of action of any kind which I may now or hereafter have resulting from or in connection with this Agreement or my participation in the Event. I further covenant not to sue the Suquamish Indian Tribe for any such claims or causes of action. I understand and acknowledge that this waiver, release, discharge, and covenant not to sue means that I will not have the right to sue the Suquamish Indian Tribe, its directors, officers, employees, or contractors.
4. **Indemnification.** I agree to indemnify and hold harmless the Suquamish Indian Tribe and its officers, directors, employees and contractors, from and against any and all claims, losses, liability, causes of action, judgments, damages, and costs (including attorney fees) arising from injuries/death to person(s) or damage to property which may result from, arise from, or occur in connection with, my participation in the Event.
5. **Limitation of Liability.** In no event will the Suquamish Indian Tribe be liable for any damages of any kind, whether direct, indirect, special, incidental, or consequential; or whether arising in tort, contract, or any other legal theory; in connection with or arising from this Agreement or my participation in the Event.
6. **Permission to Use Images.** I hereby grant full permission to the Suquamish Indian Tribe and its designees to use any photographs, videos, recordings, or any other record of my participation in this event for any legitimate purpose, without compensation, notice, or further permission.
7. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Suquamish Indian Tribe, a federally recognized Indian Tribe. The Suquamish Tribal Courts will have exclusive jurisdiction over any disputes that may arise in connection with this Agreement or my participation in the Event. Notwithstanding anything to the contrary, nothing in this Agreement waives or may be deemed to waive the Suquamish Indian Tribe's sovereign immunity, which it hereby expressly retains.
8. **Severability.** I intend this Agreement to be as broad and inclusive as is permitted under applicable law, and if any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, I agree that the remaining portions of the Agreement will continue in full force and effect.
9. **Binding Release.** This Agreement will be binding on me and my heirs, executors, administrators, assigns, and legal representatives.
10. **Emergency Contact.**
  - a. Name:
  - b. Phone Number:

Participant Acknowledgement (Parent/Guardian if under 18):

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant Name (if parent/guardian signed above): \_\_\_\_\_