

RELEASE OF LIABILITY

In exchange for the right to hunt on the property of the Muscogee (Creek) Nation, (hereinafter referred to as the Nation), the Participant, _____, _____, OK, _____, agrees to the following:

Participant on behalf of himself or herself and his or her executors, administrators, assignees or heirs, hereby expressly waives any and all rights and claims for damages, losses, demands, injury, disability, death and any other actions whatsoever, which he or she, individually or in solido, may have or which may arise against the Nation, and any of its employees, directors, officers or agents, including but not limited to any and all injuries, damages, or illnesses suffered by Participant and/or Participant's property, which may, in any way whatsoever, arise out of, be related to or be connected with hunting or in any way connected with his or her presence on the property of the Nation. Participant on behalf of himself or herself and his or her executors, administrators, assignees or heirs, hereby expressly releases the Nation and any of its employees, directors, officers or agents from any and all such claims.

Participant hereby expressly assumes the risk of entering the land of the Nation and of taking part in activities relating to hunting on the land of the Nation which include, but are not limited to, the discharge of firearms and the firing of live ammunition and use of and presence on the land of the Nation. Participant acknowledges and agrees that the use of firearms and other weapons by Participant or others is inherently dangerous and high-risk activities whether such firearms or weapons are discharged by Participant or others.

Participant agrees to indemnify, hold harmless and defend the Nation and its employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms, use of and presence on land of the Nation. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, the Nation, or under any theory of law or equity, Participant will indemnify, hold harmless and defend the Nation and any of its employees, directors, officers or agents, from any and all costs, expense or liability including, but not limited to, the costs of any settlement or judgment made or rendered against the Nation and any of its employees, directors, officers or agents, whether individually, jointly, or in solido with Participant, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees. Participant will comply with the customary terms and conditions for participation. If, however, Participant observes any unusual significant hazard during his or her presence or participation, Participant will remove himself or herself from participation and bring such to the attention of the nearest official immediately.

Participant furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement.

This instrument binds Participant and his or her executors, administrators, assignees or heirs.

PARTICIPANT

Signature

Date

Print Name

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Nation from any and all liabilities incident to my minor child's involvement or participation in the events/activities and/or use of related real property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian

Parent/Guardian Signature

Date Signed

Emergency Phone Number: () _____ - _____