

# RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release and Waiver of Liability and Indemnity agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (hereinafter, "Participant") and the Chickasaw Nation Annual Meeting and Festival 2019, a special event of the Department of Communications and Community Development of the Chickasaw Nation, a federally recognized and sovereign Indian nation (hereinafter "Chickasaw Nation") located at Post Office Box 1548, Ada, OK 74821.

IN CONSIDERATION of being permitted to participate as a vendor/independent contractor at the Chickasaw Annual Meeting and Festival 2019 on Friday, October 4, 2019 – Saturday October 5, 2019 (hereinafter, "Event") Participant, on behalf of self, Participant's heirs, executors, administrators and assigns, hereby:

1. Agrees to assume full responsibility for the risk of bodily injury, death or property damage relating from or arising out of participation in the Event.
2. Releases and forever discharges the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to myself or property however caused, arising or by reason of or during my participation in the event, whether prior to, during or subsequent to my attendance and notwithstanding that any claim may have been contributed to or occasioned by the negligence of the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns.
3. Indemnifies and holds harmless the Chickasaw Nation, its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns from and against any and all liability incurred by the Chickasaw Nation or any other vendor or visitor or damage to any property thereof arising as a result of or in any way connected to my participation in the Event.
4. Understands and acknowledges that the Chickasaw Nation does not carry or maintain health, medical, disability or liability insurance coverage for the Participant and therefore Participant agrees to assume responsibility for such insurance coverage.
5. Agrees that in the event that any provision of this Release and Waiver of Liability and Indemnity agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Waiver of Liability and Indemnity agreement, which shall continue to be enforceable.
6. Agrees that the Release and Waiver of Liability and Indemnity agreement is intended to be as broad and inclusive as permitted by the applicable laws of the Chickasaw Nation.
7. Agrees that nothing contained in this agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents.
8. Agrees that state law shall not be applicable nor shall disputes be subject to any authority outside the Chickasaw Nation.
9. Agrees and understands that the booth must be set up in the park by 8:00 a.m. and not break down the booth until after 3:00 p.m. on Friday, October 4, and 5:30 p.m. on Saturday, October 5, 2019.

10. Agree that all merchandise available for sale or on display is subject to the approval and discretion of the Chickasaw Nation Department of Communications and Community Development and agrees to remove merchandise or display deemed inappropriate for the Annual Meeting and Festival, including but not limited to controversial merchandise and literature, drug paraphernalia, alcohol and alcohol related, non-licensed products from public sale and display upon request of a representative of the Chickasaw Nation Department of Communications and Community Development. Failure to remove said merchandise after being requested to do so may result in forfeiting booth space for the remainder of the Event.
11. Agrees to all provisions contained in this agreement and also agrees that upon departure, the display area will be left in a clean and neat state. Participant also understands and agrees that the event is a rain or shine event and that the booth space rental fee is non-refundable for any reason after September 20, 2019.
12. Agrees that if Participant is a business, organization or other, this agreement binds both the individual signing the agreement as well as the business or organization that he/she is representing. By signing this agreement, the individual signatory is affirmatively stating that he/she has the authority to sign for and obligate the Participant.
13. Agrees and stipulates that Participant may discuss non-confidential aspects of Participant's experience with the Chickasaw Nation; however, Participant shall not in any shape, form or fashion whatsoever, make any disparaging remarks of any sort or otherwise communicate any disparaging information about the Chickasaw Nation or the Chickasaw Nation's employees, officers or agents in their professional capacities herein to any third party, including but not limited to statements on social or any other media. Further, Participant agrees to take no action of any nature which is intended, or would reasonably be expected, to harm the Chickasaw Nation or its reputation or which would reflect or reasonable lead to unfavorable publicity to the Chickasaw Nation.

I HEREBY ACKNOWLEDGE READING, UNDERSTANDING AND AGREEING WITH THE FOREGOING.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date