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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration for my participation in the **First Nations Development Institute's Southwest Tour ("Southwest Tour")**, which is scheduled to occur from **July 30 – August 5, 2023**, and the fee paid therefore, I hereby release, waive, covenant not to sue, hold harmless and forever discharge First Nations Development Institute ("First Nations") located at 2432 Main Street, 2nd Floor, Longmont, CO, 80501, its owners, Board of Directors, officers, agents, employees, affiliates, and parent or sister companies (hereinafter referred to as "Released Parties"), jointly and severally, from any and all liability, legal actions, claims, demands, and causes of action arising from or related to any disability, personal injury, property damage, death, property theft or financial loss, and other actions or expenses of any kind which may hereafter occur to me or another in connection with my participation in any/all activities associated with the Southwest Tour organized by First Nations, including negligence. I further agree to defend, indemnify and hold the Released Parties and any other participants harmless from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Southwest Tour.

I acknowledge that there are inherent risks involved in participating in the Southwest Tour. These inherent risks include, but are not limited to, risks caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, transportation, dehydration, food preparation and service, altitude, and actions of other people including, but not limited to, participants, staff, and/or guides.

I certify that I am in good physical health, and that I am physically capable to participate in the Southwest Tour and all activities related thereto, as explained in the attached Tour Itinerary. I certify that, to my knowledge, I do not have any medical condition that would prevent my participation in the Southwest Tour. I also understand that the Southwest Tour may include or involve activities or travel that is not expressed in the Tour Itinerary. As such, I understand that the Tour Itinerary is just an outline of the activities that may occur on the Southwest Tour and that I may be prompted, but not required, to participate in additional activities or travel. I hereby consent to receive medical treatment in the event I incur or am involved in an injury, accident, and/or illness during the Southwest Tour. I further authorize my transport to any medical facility or hospital in order to obtain said treatment, including transportation by ambulance. I hereby assume full financial responsibility for any costs that may be

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incurred by any party as a result of any and all medical treatment or transportation provided in connection with my medical treatment.

I hereby state that I have read and understand the above statement on the inherent risks related to the Southwest Tour. Therefore, I hereby assume full responsibility for all risks related to the Southwest Tour, including, but not limited to any disability, personal injury, property damage, death, property theft or other loss, and any other actions or expenses that may occur to me or another in connection with my participation with the Southwest Tour, including my negligent acts or the negligence of the Released Parties.

I understand that while participating in this activity, I may be photographed and filmed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by First Nations. I further understand that any such photography or videography shall be copyrighted and remain the property of First Nations. As such, I understand that am not entitled to use or ownership of any such materials.

This Agreement shall be governed by the laws of the State of Colorado without regard to its conflicts of laws principles. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired. The terms of this Agreement shall continue and be in effect after the Tour has ended. I agree that if the Released Parties are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or execute and I agree to pay the Released Parties all costs and legal fees if they successfully defend such action, lawsuit or litigation.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGAL, BINDING CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

Participant's Name (Please Print) Date

Participant's Signature Date