

Waiver, Release And Hold Harmless Agreement

This Waiver, Release and Hold Harmless Agreement ("Release") is made on this ____

day of _____, 20__ by _____
("Recipient").

Recipient is willing to execute this Waiver, Release and Hold Harmless Agreement;

NOW THEREFORE, Recipient, on behalf of itself and its heirs, assigns and all other persons or entities claiming by, under or through Recipient, represents, covenants and agrees as follows:

1. Recipient acknowledges that in the course of providing services for the Duwamish Tribe of Indians, Duwamish Tribal Services, and The Duwamish Longhouse and Cultural Center and any programs of said entities, or its members, employees, officers, agents or representatives might cause injuries, death, COVID-19 transmission, property damage or other harm to Recipient or to third parties. Recipient accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from any events, activities of or services provided by the Duwamish Tribe or its members, students, employees, officers, agents or representatives, ("Released Parties").
2. Recipient waives, releases and forever discharges all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from any activity of or services provided by any of the Released Parties under or in connection with Duwamish Tribal Services, its programs, or events.
3. Recipient agrees to indemnify and hold the Released Parties, Duwamish Tribe, Duwamish Tribal Services, and the Duwamish Longhouse and Cultural Center harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that (i) Recipient, (ii) anyone claiming by, under or through Recipient, or (iii) any third party, may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the participation by, or services supplied by, any of the Released Parties of Duwamish Tribal Services, except only to the extent caused by the negligence or other fault of any of the Released Parties.
- 4a. Due to our commitment to reducing the spread of the COVID-19 virus, extra precautions and must be taken Recipient agrees to follow all COVID 19 precautions mandated by Duwamish Tribal Services or Governor Inslee's executive orders. These precautions include but are not limited to: wearing a face covering over their mouth and nose at all times, keeping at least 6ft of physical distance between persons at all times, using hand sanitizer or washing hands when directed, and allowing a temperature check before beginning volunteer work.

4b. Self-Quarantine: To prevent spreading the COVID-19 virus at our events, participants/volunteers who fall within any of the categories below should not engage in Duwamish Tribal Services events, or affiliated events, or other face-to-face fundraising activities. By attending a DTS hosted/affiliated event, you certify that you do not fall into the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19.
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.
5. Duty To Self-Monitor: volunteers and participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms include but are not limited to: fever, cough, shortness of breath, intense fatigue, and recently developed irregular heart rhythms). If the participant/volunteer experiences symptoms consistent with COVID-19 within 14 days after the event, they agree to notify Duwamish Tribal Services so we can participate in contact tracing.
6. Recipient acknowledges having carefully read and reviewed this Waiver, Release And Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED this _____ day of _____, 20__.

Name of Organization or Person

By: _____ (signature)

_____ (printed/typed)

_____ (parent/guardian signature for participants who are minors)

Title: _____