



# RINCON BAND OF LUISEÑO INDIANS

## PREMISES USE AGREEMENT, RELEASE AND WAIVER (Participant)

THIS AGREEMENT, RELEASE AND WAIVER is made and entered into this 16th day of May, 2024 between the Rincon Band of Luiseño Indians ("Tribe") and \_\_\_\_\_ ("You"), an individual participant in an event on the Rincon Reservation, and sponsored by the Navel Helicopter Association, Inc. ("NHA"), a 501(c)(6) non-profit organization, as follows:

**Premises:** Rincon Reservation – Harrah's Resort Southern California ("Harrah's") Lazy River to walking trail located at Harrah's southern parking lot to Rincon Recreation Ball Fields and return to Harrah's southern parking lot. See attached Map.

**Event:** NHA "Aircrew Challenge" ("Event").

**Date and Time:** May 16, 2024, from 6:30 a.m. to 11:30 a.m.

The Tribe agrees You may enter and use the Premises described above under the terms and conditions of this Agreement.

NOW, THEREFORE, You agree as follows:

- 1) **General Conditions of Use.** You shall not deviate from the walking trail shown on the Map into sensitive habitat during the Event. You are responsible to take reasonable use and care of yourself and your property while on the Rincon Reservation, the Tribe is not responsible for your personal safety or the security of your property while attending the Event.
- 2) **Jurisdiction.** You expressly consent to the civil jurisdiction of the Tribe with respect to any dispute, claim, demand or cause of action arising in connection with this Agreement and further acknowledge and agree that the indemnification, release and waiver, below, are intended to be as broad and inclusive as is permitted by the laws of the Tribe and that if any portion this Agreement is held invalid, the remainder shall continue and remain in full force and effect.
- 3) **Indemnification.** You shall defend, indemnify, and hold harmless the Tribe, its businesses (including, but not limited to, Harrah's), officers, directors, employees, departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and all agents, successors, affiliates, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:
  - a) bodily injury, death of any person, or damage to real or tangible personal property resulting from any acts or omissions by You in violation of this Agreement;
  - b) or any breach by You of any obligation under this Agreement.
- 4) **Release & Waiver.** You further expressly waive, release, and forever discharge the Tribe from any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.
- 5) **No Waiver of Tribal Sovereign Immunity.** All inherent sovereign rights of the Tribe, as a federally-recognized Indian tribe, are hereby expressly reserved. Nothing in the Agreement, Release and Waiver shall be deemed or construed to be a waiver of the Tribe's sovereign immunity from unconsented suit.

I have read and understand and agree to the terms and conditions described above.

Name: \_\_\_\_\_  
(PRINT)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Fitness Trail