

## AVI RESORT & CASINO

### **ACKNOWLEDGEMENT OF RISKS: ASSUMPTIONS OF RISKS AND RESPONSIBILITY; RELEASE OF LIABILITY; AND INDEMNITY AGREEMENT:   ACTIVITY: RIVER CRUIZERS RODDIN' ON THE RIVER® 28<sup>TH</sup> ANNUAL CAR SHOW**

(Referred to herein as "Activity") being held by the Fort Mohave Indian Tribe, DBA: Avi Casino Enterprise, Inc. et al. on or about September 26 – September 29, 2019.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury I may incur while participating in the Activity. I have either appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** For good and valuable consideration, I, for myself and for any of my minor children, spouse, next of kin, dependents, personal representatives, heirs, and other persons for whom I am responsible that (i) Hudson Insurance Company, the Fort Mojave Indian Tribe, DBA Avi Casino Enterprise, Inc. et al. and his, her, their or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, (ii) each and every property the activity is conducted, and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships (all persons and entities referenced or identified in (i), (ii), and (iii) being hereinafter individually referred to as "Releasee" and collectively referred to as "Releasees") shall have no liability of any nature for any and all injury, death, or damages to me and other persons or properties as a result of my/our participation in the activity. This release shall remain valid and binding on me/us despite any acts, omissions or negligence of the Releasee and/or Releasees, and I hereby release and discharge each and every Releasee for any injury, death or damage.

**IDEMNIFICATION AND HOLD HARMLESS:** I/We do hereby agree to indemnify and save and hold harmless each and every Releasee from any loss, liability, damage and/or cost, the Releasee may incur due to my/our presence at and/or participation in the Activity regardless of whether caused in whole or in part by the acts, omission or negligence of the Releasee or Releasees.

This agreement shall be construed in accordance with the laws of the Fort Mojave Indian Tribe. Should any action be filed by either party to enforce the terms of this agreement, or any such action shall be filed in the Fort Mojave Tribal Court, which court shall have sole and exclusive jurisdiction over any such action. The prevailing party in any suit shall be entitled to full reimbursement of all its attorney's fees and costs.

I have read and voluntarily sign the Acknowledgement of Risks, Assumptions of Risks, and Responsibility, Release of Liability and Indemnity Agreement. I understand that by signing this document, I am expressing my intent to waive legal rights, including any and all rights I may have or now have against each and every Releasee.

My signature below confirms my intended participation in Roddin' on the River show. In consideration for my participation in this event, I hereby release the River Cruiser event committee, River Cruizers, Inc., the Avi Resort & Casino, A.C.E. corporation, **DBA Avi Casino Enterprises, the Fort Mojave Indian Tribe, City of Laughlin, Clark County, and the State of Nevada or any officers**, members, employees, agents or affiliates; from any and all known damages, injuries, losses, judgements, or claims, for any cause suffered to me personally or my property, as well as anyone under my direction or control. I also agree to indemnify, without consideration, reservation or qualification, all of the aforementioned persons from any and all liabilities occasioned by or resulting from actions or conduct of any person assisting me, under my direction or control myself. All canopy's, chairs, etc. are the sole and express responsibility of the owner and MUST be properly secured at all times. I HAVE READ AND UNDERSTOOD THE FOREGOING AND REALIZE THAT MY SIGNATURE HEREON LIMITS MY RIGHTS AT LAW.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**NAME (PRINTED):** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**STREET ADDRESS, CITY, STATE, ZIP:** \_\_\_\_\_

**CAR YEAR:** \_\_\_\_\_ **MAKE:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_ **COLOR:** \_\_\_\_\_

**T-SHIRT SIZE:** M L XL 2X 3X 4X **COLOR:** WHITE BLACK DARK GRAY ROYAL BLUE PLEASE CIRCLE ONE SIZE & COLOR

**ENTRY MUST BE RECEIVED PRIOR TO SEPTEMBER 12, 2019 TO GUARANTEE SHIRT SIZE AND COLOR**

**Make Checks Payable To: River Cruizers, Inc.**

**SEND ENTRIES TO: River Cruizers, Inc. – c/o Fred Young, 6331 S. Calle Marsilla, Fort Mohave, AZ 86426**

For show info questions call or email Pat Merritt at (928) 404-4798 or [patrickmerritt@suddenlink.net](mailto:patrickmerritt@suddenlink.net)