



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

PARTICIPANTS NAME _____

IN CONSIDERATION of allowing the participants to compete, observe, or participate in any way in the use of the waterpark everyone agrees that:

1. THE PARENT OR GUARDIAN will immediately inspect the event area upon entering it and warrants that their entry therein and/or the MINOR'S AND OR ADULTS water park/birthday party participation constitutes an acknowledgement that they have inspected the area and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the waterpark area they believe something is unsafe, it will be brought to the attention of an employee, we will do the best to our ability to fix the issue and or everyone will be removed until the issue is resolved.
2. PARENT OR GUARDIAN INCLUDING ALL THE PARTICIPANTS HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY OR PROPERTY DAMAGE due to negligence of minor or otherwise, while in or upon the event area for any purpose and/or while participating in any way in the WATERPARK. The undersigned recognize and understand that there are risks and dangers associated with participation and admission within the event area that could cause bodily injury. Further, the risks and dangers may be caused by the negligent failure to act of the minor and others. All the risks and dangers associated with participating in the birthday party and/or entry into the WATERPARK BIRTHDAY PARTY AREA are assumed notwithstanding.
3. THE PARTICIPANTS, PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the participants, employees or establishment activities regarding the premises OF ANY 7 CLANS PROPERTY and for each of them, their employees, and anyone engaging in the BIRTHDAY PARTY OR WATERPARK AREA (all for the purposes herein referred to as "MINORS") from all liability to ourselves, the undersigned's, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of AND PARTICIPANT and/or parent or guardian on account of any injury, including, but not limited to the injury of the parent/guardian or PARTICIPANTS or damage to the property of which is caused or alleged to be caused by the negligence of ANY OF THE PARTICIPANTS or otherwise.
4. ANY PARTICIPANT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the GUESTS and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of any guests of the party in the waterpark area, or related in any way to their participation in or presence at the PARTY and whether caused by negligence of the GUEST or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of their PARTY GUESTS.



5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by ANY PARTICIPANT OF YOUR PARTY.

By signing this document, I certify that I have read this document and fully understand it, and that I am not relying on any statements or representations of any of the Released Parties. This document shall be binding upon THE GUESTS and their heirs, executors, administrators and assigns and all legal guardians. Nothing contained in this agreement shall be construed as a waiver of any of the rights and/or privileges belonging to 7 Clans Casinos, Development Authority, Otoe-Missouria Tribe and its affiliated entities, representatives, employees, members, officers, including sovereign immunity from judicial process, all of which are expressly reserved.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

I HAVE READ AND UNDERSTAND THE WAIVER:

Minors name (Print)

Parent or Guardian (Signature)

Date