

**LIABILITY WAIVER AND RELEASE  
HABITAT FOR HUMANITY & HAVASUPAI TRIBE**

1. I would like to voluntarily participate in the Habitat for Humanity blitz build project on the Havasupai Reservation, including but not limited to loading and unloading materials, lifting, bending, and climbing, helicopter transport, living in lodging on the Reservation, using power and manual tools, other construction-related activities, hiking, riding or operating vehicles, and visiting the waterfalls (the "Activities"). This project is managed by Habitat for Humanity of Northern Arizona, Williams Area Habitat for Humanity, Habitat for Humanity Tucson, Habitat for Humanity Central Arizona, and Verde Valley Habitat for Humanity (the "Affiliates").

2. I understand the Activities will take place on the remote reservation of the Havasupai Tribe, a federally-recognized sovereign Indian tribe (the "Tribe). I understand access to medical and other emergency-type services is not readily available, and helicopter services are not guaranteed. The Affiliates and Tribe may share information regarding me to assist medical personnel.

3. I understand the Affiliates and Tribe are under no obligation to provide, carry, or maintain health, medical, travel, disability, or any other insurance coverage for me. I understand I am encouraged and expected to obtain my own health, medical, travel, disability, and other insurance coverage.

4. I understand there are risks associated with the Activities, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, disability, death, or economic loss. These injuries or outcomes may arise from my or other's actions, inactions, or negligence. I assume all risks of participating in the Activities whether known or unknown. I understand I am solely responsible to pay all expenses incurred by my participation in Activities and waive any claim for reimbursement or subrogation.

5. Further, I, on behalf of myself and any family, heirs, assigns, or legal representatives, release from liability and waive any right to sue the Havasupai Tribe and its elected or appointed officials, representatives, entities, employees, tribal members, and agents (collectively "Tribal Released Parties") and Habitat for Humanity Inc., the Affiliates, and their officers, directors, employees, donors, representatives, volunteers, and agents (collectively "Habitat Released Parties") (together "Released Parties") from any and all claims, including claims of negligence, resulting in any physical injury (including death), illness, or economic loss. I agree to hold Released Parties harmless from any and all claims, loss, or damage, including attorney's fees, as a result of participating in the Activities. If Released Parties incur any of these types of expenses, I agree to reimburse and indemnify them for any and all costs, losses, and expenses.

6. Nothing in this Waiver and Release waives, is intended to waive, or shall be construed to waive the Tribal Released Parties' sovereign immunity.

7. If any part of this Waiver and Release is found to be unenforceable, then that part shall be deleted or modified as necessary so the remainder of this Waiver and Release is valid and enforceable. All deletions/modifications shall be the minimum necessary to effect the foregoing.

8. I agree Havasupai law shall govern the interpretation of this Waiver and Release and any claims brought against the Tribal Released Parties that may arise from the Activities. I agree Arizona law shall govern the interpretation of this Waiver and Release and any claims brought against the Habitat Released Parties that may arise from the Activities. I waive any rights to a jury trial.

-----  
I have read this Waiver and Release, and I am voluntarily signing it. I understand the legal consequences of signing this Waiver and Release, including (a) releasing the Released Parties listed above from all liability, (b) waiving any rights to sue the Release Parties, (c) and assuming all risks of participating in the Activities.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature