

I. RELEASE AND WAIVER OF LIABILITY AGREEMENT

(revision 2014-03-01, for use with printed/handwritten membership form)

I ("Parent participant") as named on this membership form, acknowledge that I and my son(s)/daughter(s) as named on this membership form have voluntarily applied to participate in the activities of the National Longhouse, Ltd. dba (doing business as) Native Sons & Daughters Programs® and the EOLA LONGHOUSE FEDERATION Local Longhouse (hereinafter collectively referred to as the "Program").
(type in the name of your local longhouse)

I understand that my participation in the Program may involve myself and my child(ren) in activities such as but not limited to: Camping events, campfires, archery, horseback riding, canoeing & boating, crafts, model car derby races, parades, riflery, community service, meetings at members houses or other locations, swimming, sports of all types, games, field games, hayrides, sled riding, fishing, dances, holiday or theme parties, rock or wall climbing, museums, etc..

I AM AWARE THAT THESE ACTIVITIES ARE POTENTIALLY HAZARDOUS ACTIVITIES AND THAT I AND/OR MY CHILD(REN) COULD BE SERIOUSLY INJURED OR EVEN KILLED. PRIOR TO ENGAGING IN ANY STRENUOUS OR POTENTIALLY HAZARDOUS ACTIVITIES, I AND MY CHILD(REN) WILL UNDERGO A PHYSICAL EXAMINATION WITH A PHYSICIAN OF OUR CHOOSING AND RECEIVE MEDICAL CLEARANCE TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITIES. I AND MY CHILD(REN) ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, ABUSE OR MOLESTATION, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. ON BEHALF OF MYSELF AND MY CHILD(REN), AND TO THE FULLEST EXTENT AVAILABLE UNDER THE LAW, I AGREE TO WAIVE ANY AND ALL CLAIMS THAT MAY ACCRUE AGAINST THE PROGRAM AS A RESULT OF OUR PARTICIPATION IN ANY PROGRAMS SPONSORED ACTIVITIES, AND AGREE TO HOLD THE PROGRAM HARMLESS FROM ALL SUCH CLAIMS THAT MAY ARISE.

I verify this statement for myself and my child(ren) by placing my initials here: _____

As consideration for being permitted by the Program to participate in these activities, I agree to indemnify and defend the Program against any and all losses, damages, or claims incurred or suffered by the Program as a result of my and my child(ren)'s participation in these activities. I forever release the Program, any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, abuse or molestation, death, or property damage, related to (i) my and my child(ren)'s participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I or my child(ren) are then participating in the activities. I also agree on behalf of myself and my child(ren) that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release. I understand and acknowledge that in the event I fail to indemnify and defend the Program in violation of this provision, the Program shall have the right to file a claim against me for such defense and indemnity, and be entitled to recover its attorney's fees and costs of suit incurred therein.

I have been advised to seek independent legal counsel of my choosing for the purpose of reviewing this release form. By signing this release form, I am acknowledging that I have, in fact, sought independent legal counsel to review this form, or that I have voluntarily waived my right to do so.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.
I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE PROGRAM AND SIGN IT OF MY OWN FREE WILL.

I verify that the dangers of the activities and the significance of this Release and Waiver were explained to me as the Participant and that I understood them. (Signature required after Section II)

II. PHOTO RELEASE

(revision 2014-03-01, for printed & handwritten membership form)

Photographs and or video/audio footage are taken from time to time by officers and members of the National Longhouse or your Local Longhouse program for purposes of Native Sons & Daughters Program[®] promotion whether national, regional or local. Examples of ways that these photographs or likenesses, video/audio may eventually be used (but not all-inclusive) are: paper or electronic newsletters, promotional flyers & materials, handouts, brochures, videos, etc.

Photographs or likenesses and or video/audio footage that I own or have permission from the owner to use may also be submitted by me on behalf of myself and my child(ren) for purposes of Native Sons & Daughters Program[®] program promotion whether national, regional or local.

I hereby consent to the use of my and my child(ren's) image and likeness that may be taken by National Longhouse or by my Local Longhouse (program) or given by myself, for such purposes as deemed appropriate, including print, audio, video, Internet, patches, attire & materials and promotional uses. I also agree that all reproductions of these materials in any form made or used in relation to this release are and shall remain the property of the National Longhouse or my Local Longhouse (program).

I accept the terms of the Waiver (Part I) and the Photo Release (Part II) and do so by my signature below below:

Note: Signature is required or the membership application cannot be accepted.

PARTICIPANT/RELEASOR PARENT OR GUARDIAN MUST SIGN AND DATE:

Name (Printed)

Signature

____/____/20____
Date