

**SHAKOPEE MDEWAKANTON SIOUX (DAKOTA) COMMUNITY  
OFF ROAD VEHICLE SITE  
AUTHORIZATION AND ASSUMPTION OF RISK**

I, \_\_\_\_\_ (hereinafter "Rider"), am 18 years of age or older and hereby voluntarily and completely release the Shakopee Mdewakanton Sioux Community, its employees, agents, associates and volunteers (hereinafter "Community") from any and all claims for any damage, injury, or other loss, direct or consequential, resulting from Rider's use of the Off Road Vehicle Site, (hereinafter "Site"). Rider acknowledges that rider's use of the Site may result in injury or other loss to her or his body and health, and hereby represents and warrants that Rider voluntarily agrees to assume the risk of any such injury.

Rider shall be solely responsible and liable for all loss, damage, disability, and/or injury, whether physical, emotional, or mental, indirectly or directly suffered, caused, and/or resulting from Rider's use of the Site, including any act or omission of the Community. Rider further agrees to indemnify, defend, and hold harmless the Community against any and all claims, loss, and/or damages brought, alleged, or instituted by Rider, any third party whomsoever, including any of Rider's fiduciaries, health or other insurance carrier.

Rider acknowledges that rider's health insurance coverage shall be considered the sole means to cover any health or medical related costs arising from Rider's use of the Site. Nothing in this waiver shall constitute or be construed as a waiver of the Community's sovereign immunity from suit.

**After reading this form, Rider voluntarily and fully agrees to its terms**

\_\_\_\_\_  
Riders Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date