



EST. 1979

NAVAJO TECHNICAL UNIVERSITY

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NAVAJO TECHNICAL UNIVERSITY WAIVER AND RELEASE OF LIABILITY

I, _____, understand that attendance at Navajo Technical University (NTU), at times, may involve certain risks, which NTU cannot anticipate, change or improve. Such risks may include risks to my health or wellbeing; my inexperience or unfamiliarity with equipment that may be incorporated into the educational process; remoteness of NTU; unfamiliarity with the educational environment, conditions or requirements; unintended exposure to various pathogens; federal, state, tribal, or local governmental orders that could restrict school attendance, travel or activities; inadequate or unavailable healthcare facilities or assistance; accident; or mistake. These risks may result in inconvenience, loss, injury, illness, damages to me, including personal injury or extended quarantine or isolation, up to and including my death, or damage or loss to my personal property.

I further understand and agree that NTU does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while attending NTU. I hereby RELEASE, WAIVE, FOREVER DISCHARGE AND HOLD HARMLESS, AND COVENANT NOT TO SUE NTU, a not-for-profit organization, its successors and assigns, board, directors, officers, faculty, employees, and volunteers from any and all liability, for any and all claims or causes of action related to my person, property, or other legal claims, including but not limited to, any loss of property, injury, disability, or death, including but not limited to negligence and/or failure to supervise, that may arise from my attendance at NTU, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any illness, injuries, damages, or losses that may arise out of my attendance at NTU, up to and including my death. I also understand that this release binds me, my family, estate, my heirs, executors, administrators, assigns and/or personal representative. I understand that my behavior is subject to applicable NTU policies while attending this institution.

Additionally, I understand that there may be inherent dangers and risks, as well as unavoidable and unforeseeable dangers to which I may be exposed by attending NTU, including those listed in the attached activity addendum, as may be applicable. I hereby expressly and specifically assume the risk of injury or harm while attending NTU, and release NTU from all liability for personal injury, illness, death, or property damage that may result from attending NTU. 4

I expressly agree that this Release is intended to be as broad and inclusive as permitted under the laws of the Navajo Nation and the States of New Mexico and Arizona as may be applicable; and that this Release shall be governed by and interpreted in accordance with the laws of the Navajo Nation. I also agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Acknowledgment and Signature:

By signing below, I acknowledge that I have read and understood this waiver, release of liability, and assumption of risk. I knowingly and voluntarily agree to its terms and conditions.

Signature: _____ Date: _____

Printed Name: _____

If under the age of 18:

I am the parent or legal guardian of _____ and I approve this Release and Waiver of Liability on behalf of the minor child.

Signature of Parent/Legal Guardian

Date: _____

Printed Name of Parent/Legal Guardian

"Navajo Technical University honors Diné culture and language, while educating for the future."

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