

## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (“Release”) affects any rights that you or other interested parties may have if you are injured or otherwise suffer a loss, damage, or injury, including death, while you are in, upon, or about the Navajo Tours Direct, LLC tour shuttle (“Tour Shuttle”).

I, the undersigned, hereby assume the risk of being transported by Tour Shuttle. I am aware of the risks inherent in being transported by Tour Shuttle. I further recognize and acknowledge that there are certain risks of physical injury to vehicle passengers, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of participating in any and all activities connected with or associated with receiving transportation services including, but not limited to, injuries, damages and loss arising out of negligent operation or supervision of the vehicle. I further recognize and acknowledge that being transported by Tour Shuttle carries an inherent risk of exposure to transmittable illnesses, including COVID-19, and I willingly assume this risk. All personal property kept, placed or left on or about the Tour Shuttle shall be at my sole risk as to loss, theft, injury or damage, and Navajo Tours Direct, LLC shall have no responsibility for such loss, theft, or damage to any such personal property.

I hereby remise, release, forever discharge, and agree to indemnify and hold harmless Javin Etsitty, Aldean Begay, Navajo Tours Direct, LLC, and all officers, directors, employees, and agents of Navajo Tours Direct, LLC, and their heirs, assigns, executors, and administrators (collectively, the “Released Parties”) from all liability, actions, causes of action, claims, and demands whatsoever, whether or not well founded in fact or law, arising out of or related to any loss, damage, or injury, including exposure to transmittable illnesses such as COVID-19 and death, that occurs as a result of my transportation by Tour Shuttle, whether such loss, damage, or injury is caused by my negligence, the negligence of the Released Parties or any of their agents, the negligence of a third party, or any other cause.

In addition, if any loss, damage, or injury, including death, occurs to or related to me, and the Released Parties are subsequently subject to any claims or allegations, whether they proceed to a final decision maker or not, by me or any other individual who can bring claims for and on behalf of me, I agree to indemnify the Released Parties from any and all damages incurred, including simultaneous payment of attorneys’ fees and costs incurred by Release Parties as they are incurred.

I further acknowledge that the Tour Shuttle travels into territory of the Navajo Nation, and I agree to abide by any and all laws and regulations of the Navajo Nation while on the territory of the Navajo Nation as part of the tours provided by the Tour Shuttle, and agree to abide by the reasonable instructions of Navajo Tours Direct, LLC personnel in relation to said laws and regulations.

This Release shall be governed by the laws of the State of Arizona.

By signing this Release, I declare that I have read, understand, and agree to the terms and conditions set forth herein, and that I sign this Release voluntarily.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

If under 18, Parent or Legal Guardian’s signature:

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Name (please print)

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Date

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Signature