

**THE MASHPEEE WAMPANOAG TRIBE WAIVER FOR THE MASHPEE WAMPANOAG TRIBE ANNUAL
POW WOW**

APPLICATION/CONTRACT AND GUIDELINE ACCEPTANCE ACKNOWLEDGEMENT

{INITIAL TO ACKNOWLEDGE ACCEPTANCE}

__ I hereby submit this application/contract for consideration to participate as a Vendor in The Mashpee Wampanoag Tribe Pow Wow taking place at 483 Great Neck Rd South Mashpee, Ma. 02649

__ I hereby acknowledge that all fees will be returned if my application/contract is denied.

__ I acknowledge receipt of the Merchandise Vendor Guidelines for Participation "Guidelines" and agree that those Guidelines are expressly included in this application/contract. I fully comply with all event rules and regulations set forth.

__ I acknowledge that neither The Mashpee Wampanoag Tribe Pow Wow taking place at 483 Great Neck Rd South Mashpee, Ma. or any sponsoring organizations carry accident insurance to cover vendors or their employees/helpers and that participation in The Mashpee Wampanoag Tribe Annual Pow Wow is at my own risk!

__ I understand that The Mashpee Wampanoag Tribe, its Board of Directors, Officers, Pow Wow Committee Members **Reserve the right to check your belongings. They also reserve the right to make you leave the Premises at once.**

__ I understand that there is **No Alcohol, No Drugs, No Pets unless it is a services animal with the services vest, No Mental/Physical Abuse.** All Waste from Campers, Vendors or Participants are responsible for their own discharge.

__ I understand that no fees will be refunded due to the cancellation of the event to acts of God or events beyond the control of the organizers of The Mashpee Wampanoag Tribe.

As the applicant, I hereby agree and understand that it is my responsibility to ensure I fulfill the requirements of this Application/Contract and all the policies, rules and regulations, and guidelines of The Mashpee Wampanoag Tribe Annual Pow Wow and the Food/Craft Vendor Guidelines or other relevant procedures and laws. I understand that any violations may result in immediate cancellation of the reservation.

Print Name: _____

Print Business Name: _____

Signature: _____

Dated: _____

Please return the original signed application/contract forms and payment including all attachments by mail to the following: The Mashpee Wampanoag Tribe at 483 Great Neck Rd South, Mashpee, MA. 02649



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Vendor hereby acknowledges that the Pow Wow will be held on the Mashpee Wampanoag Tribe's reservation lands. Any and all Vendors on reservation land are subject to all applicable Tribal Law and regulations during their use, occupancy, ingress and/or egress of, to, or from Pow Wow.

In consideration of the Tribe allowing and permitting Vendors to conduct lawful activities in connection with the 2018 Pow Wow, and intending to be legally bound, the undersigned hereby agrees to release the Tribe, its officers, employees, departments, committees, commissions, agents and other entities from any and all claims, actions, demands, suits, liabilities, damages and payments in tort or in contract, including, without limitation, accidents, liability or loss for injury to or deaths of persons or damages to property which they might have, now, or in the future, against the Tribe as a result of their use, occupancy, ingress and/or egress of, to, or from Pow Wow.

The undersigned acknowledges and understands that the use of the grounds and facilities during the Pow Wow involves risk of injury, and resulting losses, which might be caused by, among other things, the actions or inaction of persons or the condition of the property. The undersigned assumes all those risks and accepts responsibility for all damages and expenses which the undersigned, and/or all other participants or guests, might sustain arising out of or related to the use of the grounds and facilities at Pow Wow.

The undersigned agrees to indemnify and hold the Tribe, its officers, employees, departments, committees, commissions, agents, other entities, affiliates, successors, and assigns against all losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that it, or any of its officers, directors, employees, departments, committees, commissions, agents, other entities, affiliates, successors, and assigns, may sustain or incur as a result of any acts or omissions of the undersigned during the Pow Wow, including, without limitation, (1) breach of any of the provisions of the Application/Contract, (2) any and all physical damage sustained by the Applicant, (3) negligence or other torturous conduct, (4) representations or statements not specifically authorized by the Tribe herein or otherwise in writing, or (5) violation by the undersigned of any applicable law or regulation.

Nothing in this Agreement shall be read or construed to effect, modify, limit, or waive the sovereign immunity of the Mashpee Wampanoag Tribe or consent to suit.

Print Name: _____

Print Business Name: _____

Signature: _____

Date: _____