

Allotment# _____

**RELEASE OF LIABILITY
(Weed and Brush Spraying)**

This Release of Liability ("Release") is entered into on this ____ day of _____, 20____, by and between:

Property Owner:

Name: _____

Address: _____

Osage Nation or Its Designee ("Nation"):

Name: _____

Address: _____

1. Consent to Spraying

The Property Owner(s) hereby authorizes the Nation to enter upon the Property located at:

("Property") for the purpose of spraying and treating obnoxious weeds, trees, and/or other vegetation.

2. Release and Waiver

In consideration of the above services, the Property Owner releases, discharges, and holds harmless the Nation, its employees, agents, contractors, or designees from any and all claims, demands, damages, or causes of action arising out of or related to:

- Injury or damage to vegetation, crops, trees, soil, or water on the Property;
- Any unintentional drift or overspray to adjoining lands;
- Personal injury or property damage sustained by the Property Owner, tenants, invitees, or third parties, except to the extent caused by the gross negligence or willful misconduct of the Nation.

3. Acknowledgment of Risk

The Property Owner understands and accepts that herbicide and pesticide spraying involve inherent risks, including, but not limited to, chemical drift, unintended plant damage, soil contamination, and impact on wildlife or water sources. The Property Owner voluntarily assumes these risks.

4. Indemnification

The Property Owner agrees to indemnify and hold harmless the Nation against any third-party claims, including attorney's fees and costs, arising from or related to the spraying activities authorized herein.

5. Jurisdiction and Venue

To the extent any dispute arises under this Release and jurisdiction is not barred by sovereign immunity, the parties agree that exclusive jurisdiction and venue shall lie in the **Osage Nation Trial Court**. No other forum shall have jurisdiction unless expressly authorized by the Osage Nation.

6. Entire Agreement

This Release contains the entire agreement of the parties regarding liability for spraying activities and may not be modified except in writing signed by both parties.

Property Owner:

Signature: _____ Date: _____

Printed Name: _____

Allotment# _____

Property Owner:

Signature: _____ Date: _____

Printed Name/Title: _____

Property Owner:

Signature: _____ Date: _____

Printed Name/Title: _____

Property Owner:

Signature: _____ Date: _____

Printed Name/Title: _____

Property Owner:

Signature: _____ Date: _____

Printed Name/Title: _____

Property Owner:

Signature: _____ Date: _____

Printed Name/Title: _____

FOR OSAGE NATION USE ONLY

Osage Nation or Its Designee:

Signature: _____ Date: _____

Printed Name/Title: _____