



CERTIFICATION OF NEED AND WAIVER OF LIABILITY

CERTIFICATION OF NEED

I hereby confirm that I do NOT have any transportation of my own, and do NOT have transportation available through a family member or friend. I understand that the Non-Emergency Medical Transportation Service offered through the Health Department is a service of last resort and that if other transportation is available to me, I should use that other transportation first. _____

[Initial and Date]

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I hereby acknowledge and record my independent and voluntary decision to be transported in a NHBP-GSA vehicle driven by a Health Department employee. I understand that being transported may entail certain anticipated and unanticipated risks regarding personal injury. I hereby acknowledge my voluntary and informed assumption of full responsibility and liability regarding any injuries that I or my child, who is being transported with me, may incur coincident to being transported. This includes any injuries we may sustain while getting in and out of the vehicle or being assisted in and out of the vehicle or in and out of the location to which I have requested transportation. I am aware that there are risks of injury or death and I agree to assume responsibility for the risks identified herein and those risks not specifically identified.

RELEASE OF LIABILITY

I hereby assume any and all risks associated with being transported in a NHBP-GSA vehicle and expressly waive, release, discharge, and agree to indemnify and hold harmless NHBP from and against all liability and claims including for any injury, illness, damage or loss suffered during or in connection with transportation, whether or not such claim, injury, or loss resulted, directly or indirectly, from the negligent acts or omissions of said individuals, directors, employees, or agents of NHBP.

TRIBAL JURISDICTION AND GOVERNING LAW

Except to the extent preempted by Federal law, this Release of Liability shall be governed by and construed in accordance with the laws of the Nottawaseppi Huron Band of the Potawatomi (NHBP) and where there are not substantive laws of the NHBP, the laws of the State of Michigan shall govern, without reference to its conflicts of law principles. Any legal action or proceeding relating to this Release of Liability shall be so governed and shall be instituted in the NHBP Tribal Court. The parties hereby agree to submit to the jurisdiction of, and agree that venue is proper in the NHBP Tribal Court for any action or proceeding.

By signing this document, I acknowledge that if I or my child are hurt or my property is damaged, I may be found by the NHBP Tribal Court to have waived my rights to maintain a lawsuit against NHBP on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and agree to be bound by its terms.

Print Name

Signature

Date

This Certification of Need and Waiver of Liability is valid for six (6) months from the date signed above and will expire on _____. After which I will have to sign a new Certification of Need and Waiver of Liability to be eligible for Non-Emergency Medical Transportation services.



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**

A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT