



**NOTTAWASEPPI HURON
BAND OF THE POTAWATOMI**

A FEDERALLY RECOGNIZED TRIBAL GOVERNMENT

**CERTIFICATION OF NEED AND WAIVER OF LIABILITY
(PRESCRIPTION DELIVERY)**

CERTIFICATION OF NEED

I hereby confirm that I do NOT have any transportation of my own, do NOT have transportation available through a family member or friend and cannot get the listed prescription medications (see back) through a mail order service. I understand that the Non-Emergency Medical Transportation Service offered through the Health Department is a service of last resort and that if another method of delivery for my prescription medications is available to me, I should use that other delivery method first. _____

[Initial and Date]

RELEASE OF LIABILITY

I hereby release and forever discharge NHBP and its officers, employees, contractor, representatives and agencies from all liability of any kind for any claim, demand, action, cause of action, damage, judgment, cost or expense that arises out of or relates in any manner to the delivery, failure to deliver, misuse, theft, loss, or failure to adequately safeguard my medications at any time.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I hereby assume any and all risks associated with an NHBP employee picking up and delivering my prescription medications 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 the delivery of my prescription medications, 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 (Prescription Delivery) to be eligible for Non-Emergency Medical Transportation services.



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MEDICATIONS LIST

Name of person	Name of Medication	Pharmacy Name	Pharmacy Address	Date Ready	Price	Paid Y/N



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