

RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION

WHEREAS, the White Mountain Apache Game and Fish Code provides that the Board of Directors of the White Mountain Apache Recreation Enterprise has the power and duty to make rules and regulations and to set fines and permit fees to carry out the provisions of the Code, subject to the approval of the Tribal Council; and

WHEREAS, the Tribal Council has been advised that, pursuant to the above provisions, the Board of Directors has approved the form and content and the purpose and intent of the proposed Commercial River Running Guide Contract and Special Use Permits for guided and unguided river running, which are attached to this resolution and by this reference incorporated herein; and

WHEREAS, the Tribal Council has been further advised that the Board of Directors has approved regulations providing for a fine of \$100.00 for river rafting without a permit and a fine of \$2,500.00 for guiding river rafting without a permit; and

WHEREAS, the Tribal Council is aware of the necessity to restrict and regulate river rafting on the reservation; and

WHEREAS, the Tribal Council has reviewed the attached contracts for river rafting permits and concurs with the Board of Directors of the White Mountain Apache Recreation Enterprise that said contracts, permit provisions and fines should be incorporated into the Rules and Regulations of the White Mountain Apache Recreation Enterprises.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the attached river running contracts and permit regulations.

BE IT FURTHER RESOLVED by the Tribal Council that it further approves the regulations for providing for a fine of \$100.00 for river rafting without a permit and a fine of \$2,500.00 for guiding river rafting without a permit

WHITE MOUNTAIN APACHE TRIBE  
COMMERCIAL RIVER RUNNING GUIDE  
CONTRACT

The White Mountain Apache Tribe, hereinafter referred to as the TRIBE, and the undersigned commercial river running guide, hereinafter referred to as the GUIDE, by this CONTRACT understand, promise, and agree that:

PERMIT REQUIRED

The GUIDE will purchase from the White Mountain Apache Game and Fish Department a Commercial River Guide Permit (hereinafter, PERMIT) for the current calendar year river season for the amount of \$2500. The signing of this CONTRACT by the GUIDE is a pre-requisite to the issuance of said PERMIT.

DURATION

This CONTRACT shall terminate with the expiration of the annual Commercial River Guide PERMIT issued in conjunction with it.

EFFECT OF PERMIT, CONTRACT

By issuing the Commercial River Guide PERMIT to the GUIDE, and entering into this CONTRACT, the TRIBE agrees to grant to the GUIDE permission to conduct his river running business on the reservation, using for that purpose the Salt River and the associated tribal roads and campgrounds, from the bridge at Highway 60 west to the area known as the Salt Banks.

LIMITATIONS

Neither this CONTRACT, nor the PERMIT, establish between the TRIBE and the GUIDE any relationship of partnership, master-servant, principal-agent, employer-contractor, or employer-employee for any purpose.

Neither this CONTRACT nor the PERMIT confer any rights whatsoever upon the clients, employees, or guests of the GUIDE, nor do they establish any relationship between the

TRIBE and said clients, employees, or guests, contractual or otherwise.

Every person who participates with the GUIDE in a river run on the reservation must personally possess all permits required by tribal law. In particular, each person, other than the GUIDE, participating in a river running trip must personally possess a valid White Mountain Apache daily Special Use Permit.

CONTRACT REQUIREMENTS ARE IN ADDITION TO LEGAL RESPONSIBILITIES

The responsibilities of the GUIDE under this CONTRACT are in addition to any other requirements imposed by tribal law, and are not a substitute therefor, or an agreement by the TRIBE to waive any provision of tribal law. The GUIDE agrees to abide by all tribal, state, and federal laws while on the reservation. Any violation of the tribal Game and Fish Code, or any other tribal law, or any state or federal law, may result in the revocation of this CONTRACT and the PERMIT, exclusion of the GUIDE from the reservation, and legal action against the GUIDE in tribal court or any other forum designated by the Tribe. By entering into this CONTRACT, the GUIDE agrees to submit to the jurisdiction of the White Mountain Apache Tribal Court, and agrees further to resolve any disputes arising from this CONTRACT according to the laws of the White Mountain Apache Tribe.

#### GUIDE'S RESPONSIBILITY FOR PARTY

The GUIDE agrees to be responsible for the condition of any camping or other area used for any purpose by a river running party under his guidance, and agrees to leave all such areas in a clean and natural state.

#### INDEMNIFICATION; DEFENSE OF TRIBE

The GUIDE undertakes to indemnify the TRIBE from any and all liability, loss, or damage the TRIBE may suffer as a result of claims, demands, costs, or judgments against it arising out of the river running operations to be carried out by the GUIDE pursuant to this CONTRACT, whether asserted by the GUIDE, or his clients or by any other person.

The GUIDE undertakes to hold the TRIBE harmless for any and all liability, loss, or damage the GUIDE may suffer as a result the river running operations to be carried out by the GUIDE pursuant to this CONTRACT, whether the claims of such

liability, loss, or damage are asserted by the GUIDE, or by any other person.

The GUIDE agrees to defend the TRIBE against any claims brought or actions filed against the TRIBE with respect to the river running operations permitted by the TRIBE pursuant to this CONTRACT, whether such claims or actions are rightfully or wrongfully brought or filed, and whether such claims or actions are brought or filed by clients of the GUIDE, or by any other person.

In case a claim should be brought or an action filed against the TRIBE with respect to the river running activities of the GUIDE, the GUIDE agrees that the TRIBE may employ attorneys of its own selection to appear and defend the claim or action on its behalf, at the expense of the GUIDE. The TRIBE, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against it.

#### PROMISE NOT TO SUE, WAIVER OF CLAIMS

The GUIDE promises not to sue the TRIBE for any liability arising or alleged to arise as a result of the river running activities permitted by the TRIBE pursuant to this CONTRACT. The GUIDE further waives any claim or cause of action which he or she may acquire against the TRIBE as a result of the river running activities permitted by the TRIBE pursuant to this CONTRACT.

#### ASSUMPTION OF RISK

The TRIBE makes no representations by virtue of this CONTRACT, the PERMIT, or otherwise, as to the suitability or safety of the Salt River for swimming, river running, or any other purpose. The GUIDE represents to the TRIBE that he or she is knowledgeable and fully experienced in guiding river running trips on rivers of the nature of the Salt River. The GUIDE acknowledges that running the Salt River is an inherently hazardous activity, and he or she fully assumes the risk of such activity.

#### SEARCH AND RESCUE OPERATIONS

The TRIBE agrees to assist in any search and rescue operations which may become necessary as a result of the river running operations of the GUIDE pursuant to this CONTRACT; provided, however, that the GUIDE shall be solely responsible

for the costs of any such search and rescue operations provided by the TRIBE.

#### INSURANCE

The GUIDE shall provide a general and personal liability insurance policy or policies in the minimum amount of two million dollars for each occurrence to protect both the GUIDE and the TRIBE from any liability which could result from the river running activities of the GUIDE permitted by this CONTRACT. Proof of such insurance coverage shall be a prerequisite to the issuance of the PERMIT.

The GUIDE shall also furnish to the TRIBE a certificate of workers' compensation insurance as proof that each and every employee of the GUIDE is covered by such insurance under a policy provided by the GUIDE.

#### NO WAIVER OF SOVEREIGN IMMUNITY

This CONTRACT does not, for any purpose, waive the sovereign immunity of the TRIBE or any of its departments or entities, nor that of its officers or employees acting within the scope of their authority, and no such waiver shall be implied.

#### INTEGRATION

This CONTRACT, consisting solely of the express written terms herein, constitutes the entire agreement between the parties, and no other terms shall be implied. No modification of this CONTRACT may be made except by written addendum, signed by all parties hereto.

I HAVE READ THIS CONTRACT, AND I FULLY UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY EACH AND EVERY ONE OF THEM. I UNDERSTAND THAT THIS IS AN IMPORTANT BINDING LEGAL DOCUMENT AND THAT BY SIGNING IT I HAVE UNDERTAKEN SPECIFIC LEGAL OBLIGATIONS AND DUTIES, AND RECEIVED SPECIFIC BENEFITS IN RETURN.

SIGNED:

\_\_\_\_\_  
Signature of Guide

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Guide

Address of Guide (Street, City, State, ZIP)

Telephone

\* \* \* \* \*

For the White Mountain  
Tribe, Game and Fish Department

Date Apache

Permit Number and Date

Expiration Date

WHITE MOUNTAIN APACHE TRIBE

CONTRACT  
for  
SALT RIVER SPECIAL USE PERMIT  
(Unguided River Running)

The White Mountain Apache Tribe, hereinafter referred to as the TRIBE, and the undersigned purchaser of a White Mountain Apache Special Use Permit, hereinafter referred to as the PERMITTEE, by this CONTRACT understand, promise, and agree that:

PERMIT REQUIRED

The PERMITTEE has purchased from the White Mountain Apache Game and Fish Department a Special Use Permit (hereinafter, PERMIT) for the amount of \$10. Purchase of the PERMIT and execution of this CONTRACT by the PERMITTEE is a prerequisite to the granting of permission by the TRIBE for the use by PERMITTEE of the Salt River and the associated tribal roads and campgrounds for river running purposes.

DURATION

This CONTRACT shall terminate with the expiration of the PERMIT issued in conjunction with it.

EFFECT OF PERMIT, CONTRACT

By issuing the PERMIT to the PERMITTEE, and entering into this CONTRACT, the TRIBE grants to the PERMITTEE permission to run the Salt River, and for that purpose to use the Salt River and the associated tribal roads and campgrounds, from the bridge at Highway 60 west to the area known as the Salt Banks.

CONTRACT REQUIREMENTS ARE IN ADDITION TO LEGAL RESPONSIBILITIES

The responsibilities of the PERMITTEE under this CONTRACT are in addition to any other requirements imposed by tribal law, and are not a substitute therefor, or an agreement by the TRIBE to waive any provision of tribal law. The PERMITTEE agrees to abide by all tribal, state, and federal laws while on the reservation. Any violation of the tribal Game and Fish Code, or any other tribal law, or any state or federal law, may result in the revocation of this CONTRACT and the PERMIT, exclusion of the PERMITTEE from the reservation, and legal action against the

PERMITTEE in tribal court or any other forum designated by the Tribe. By entering into this CONTRACT, the PERMITTEE agrees to submit to the jurisdiction of the White Mountain Apache Tribal Court, and agrees further to resolve any disputes arising from this CONTRACT according to the laws of the White Mountain Apache Tribe.

#### INDEMNIFICATION; DEFENSE OF TRIBE

The PERMITTEE undertakes to indemnify the TRIBE from any and all liability, loss, or damage the TRIBE may suffer as a result of claims, demands, costs, or judgments against it arising out of the river running activities of the PERMITTEE whether asserted by the PERMITTEE, or by any other person.

The PERMITTEE undertakes to hold the TRIBE harmless for any and all liability, loss, or damage the PERMITTEE may suffer as a result of the river running activities of the PERMITTEE, whether the claims of such liability, loss, or damage are asserted by the PERMITTEE, or by any other person.

The PERMITTEE agrees to defend the TRIBE against any claims brought or actions filed against the TRIBE with respect to the river running activities of the PERMITTEE, whether such claims or actions are rightfully or wrongfully brought or filed, and whether such claims or actions are brought or filed by the PERMITTEE, or by any other person.

In case a claim should be brought or an action filed against the TRIBE with respect to the river running activities of the PERMITTEE, the PERMITTEE agrees that the TRIBE may employ attorneys of its own selection to appear and defend the claim or action on its behalf, at the expense of the PERMITTEE. The TRIBE, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against it.

#### PROMISE NOT TO SUE, WAIVER OF CLAIMS

The PERMITTEE promises not to sue the TRIBE for any liability arising or alleged to arise as a result of the river running activities permitted by the TRIBE pursuant to this CONTRACT. The PERMITTEE further waives any claim or cause of action which he or she may acquire against the TRIBE as a result of the river running activities permitted by the TRIBE pursuant to this CONTRACT.

#### ASSUMPTION OF RISK

The TRIBE makes no representations by virtue of this CONTRACT, the PERMIT, or otherwise, as to the suitability or



safety of the Salt River for swimming, river running, or any other purpose. The PERMITTEE represents to the TRIBE that he or she is knowledgeable and fully experienced in river running on rivers of the nature of the Salt River. The PERMITTEE acknowledges that running the Salt River is an inherently hazardous activity, and he or she fully assumes the risk of such activity.

#### SEARCH AND RESCUE OPERATIONS

The TRIBE agrees to assist in any search and rescue operations which may become necessary as a result of the river running activities of the PERMITTEE pursuant to this CONTRACT; provided, however, that the PERMITTEE shall be solely responsible for the costs of any such search and rescue operations provided by the TRIBE.

#### NO WAIVER OF SOVEREIGN IMMUNITY

This CONTRACT does not, for any purpose, waive the sovereign immunity of the TRIBE or any of its departments or entities, nor that of its officers or employees acting within the scope of their authority, and no such waiver shall be implied.

#### INTEGRATION

This CONTRACT, consisting solely of the express written terms herein, constitutes the entire agreement between the parties, and no other terms shall be implied. No modification of this CONTRACT may be made except by written addendum, signed by all parties hereto.

I HAVE READ THIS CONTRACT, AND I FULLY UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY EACH AND EVERY ONE OF THEM. I UNDERSTAND THAT THIS IS AN IMPORTANT BINDING LEGAL DOCUMENT AND THAT BY SIGNING IT I HAVE UNDERTAKEN SPECIFIC LEGAL OBLIGATIONS AND DUTIES, AND RECEIVED SPECIFIC BENEFITS IN RETURN.

SIGNED:

\_\_\_\_\_  
Signature of PERMITTEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of PERMITTEE

\_\_\_\_\_  
Address of PERMITTEE (Street, City, State, ZIP)

\_\_\_\_\_  
Telephone

\* \* \* \* \*

\_\_\_\_\_  
For the White Mountain  
Apache  
Game and Fish Department

\_\_\_\_\_  
Date  
Tribe,

\_\_\_\_\_  
Permit Number

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Permit Expiration Date

WHITE MOUNTAIN APACHE TRIBE

CONTRACT  
for  
SALT RIVER SPECIAL USE PERMIT  
(Guided River Running)

The White Mountain Apache Tribe, hereinafter referred to as the TRIBE, and the undersigned purchaser of a White Mountain Apache Special Use Permit, hereinafter referred to as the PERMITTEE, by this CONTRACT understand, promise, and agree that:

PERMIT REQUIRED

The PERMITTEE has purchased from the White Mountain Apache Game and Fish Department a Special Use Permit (hereinafter, PERMIT) for the amount of \$10. Purchase of the PERMIT and execution of this CONTRACT by the PERMITTEE is a prerequisite to the granting of permission by the TRIBE for the use by PERMITTEE of the Salt River and the associated tribal roads and campgrounds for river running purposes.

DURATION

This CONTRACT shall terminate with the expiration of the PERMIT issued in conjunction with it.

EFFECT OF PERMIT, CONTRACT

By issuing the PERMIT to the PERMITTEE, and entering into this CONTRACT, the TRIBE grants to the PERMITTEE permission to run the Salt River, and for that purpose to use the Salt River and the associated tribal roads and campgrounds, from the bridge at Highway 60 west to the area known as the Salt Banks; provided, however, that all such activities must be under the personal guidance of a commercial river running guide (hereinafter GUIDE) currently licensed for such activities by the TRIBE.

STATUS OF THE GUIDE

It is understood and agreed that there exists no relationship of partnership, master-servant, principal-agent, employer-contractor, or employer-employee, for any purpose, between the TRIBE and the GUIDE. The GUIDE is an independent contractor of his or her services to the PERMITTEE, and the TRIBE is in no way responsible for the activities of the GUIDE. The

TRIBE, by licensing the GUIDE, makes no warranty, express or implied, that the GUIDE is knowledgeable, trained, or otherwise qualified to act as a river running guide.

#### CONTRACT REQUIREMENTS ARE IN ADDITION TO LEGAL RESPONSIBILITIES

The responsibilities of the PERMITTEE under this CONTRACT are in addition to any other requirements imposed by tribal law, and are not a substitute therefor, or an agreement by the TRIBE to waive any provision of tribal law. The PERMITTEE agrees to abide by all tribal, state, and federal laws while on the reservation. Any violation of the tribal Game and Fish Code, or any other tribal law, or any state or federal law, may result in the revocation of this CONTRACT and the PERMIT, exclusion of the PERMITTEE from the reservation, and legal action against the PERMITTEE in tribal court or any other forum designated by the Tribe. By entering into this CONTRACT, the PERMITTEE agrees to submit to the jurisdiction of the White Mountain Apache Tribal Court, and agrees further to resolve any disputes arising from this CONTRACT according to the laws of the White Mountain Apache Tribe.

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any compromise or settlement of any claims or actions against it.

#### PROMISE NOT TO SUE, WAIVER OF CLAIMS

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#### ASSUMPTION OF RISK

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SIGNED:

\_\_\_\_\_  
Signature of PERMITTEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of PERMITTEE

\_\_\_\_\_  
Address of PERMITTEE (Street, City, State, ZIP)

\_\_\_\_\_  
Telephone

\* \* \* \* \*

\_\_\_\_\_  
For the White Mountain  
Apache  
Game and Fish Department

\_\_\_\_\_  
Date  
Tribe,

\_\_\_\_\_  
Permit Number

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Permit Expiration Date