

Puyallup Tribal Housing Department
Risky Structures Disallowed, and PTHD Disclaimer of Liability Policy

Adopted: August 10, 2020

Revised: _____

Puyallup Tribal Housing Department

Risky Structures Disallowed and Disclaimer Of Liability Policy

Purpose

This *Risky Structures Disallowed and PTHD Disclaimer of Liability Policy* ("Policy") was developed and adopted by the Puyallup Tribal Housing Department ("PTHD") in response to numerous requests from Rental Tenants or Homebuyers to install or use a Risky Structure. The foregoing list of items is intended to be illustrative only, and is not intended to be all-inclusive.

Installation or use of Risky Structures is inherently risky. Risky Structures may cause serious injury, including permanent disability and death. Further, social and economic losses might result not only from Rental Tenants' or Homebuyers' actions, inactions or negligence, but the actions, inactions or negligence of others, or the condition of the premises or of any Risky Structures installed or used, and there may be other risks not known or not reasonably foreseeable.

This Policy applies to any such Risky Structure currently in place, or to any such Risky Structures that are hereinafter installed.

Section I – Definitions.

1. "Puyallup Tribal Housing Department Unit" ("PTHD Unit") mean all premises and housing owned or managed by the PTHD, including but not limited to Low Income Units NE Apartments/Townhomes, NE Long House (Phase I & II), Great View Townhomes, Waller Road Elders Community, HOPA Homes, Rental Homes, Yakama House (AKA Sandy House) and any other future development managed by the PTHD, including both rental and homebuyer units.
2. "Homebuyer" means a person(s) who has executed a purchase or lease-purchase agreement with PTHD (including but not limited to a Mutual Help and Occupancy Agreement or a Housing Opportunity Program Agreement), and who has not yet achieved homeownership.
3. "Rental Tenant" means all lessees, sublessees, or persons entitled under a lease, rental agreement, Low-Income Rental Program, etc., to occupy a PTHD Unit to the exclusion of others.
4. "Risky Structures" means any equipment, structures, or other items that has an inherent risk of causing harm or damage to individuals or their property. This includes but is not limited to: trampolines, bouncy houses, zip lines, swimming pools, playground structures or equipment, sweatshouses, smokehouses, etc.

Section II – Rental Tenants.

1. PTHD hereby ***prohibits*** the installation or use of Risky Structures on any PTHD Unit, without exception, because of the inherent risks, described above.
2. Installing or use of such Risky Structures will be considered a violation of the Rental Program and rental lease.
3. If a Rental Tenant installs or uses Risky Structures, he or she thereby assumes all risk and liability resulting from the installation or use of such Risky Structures, including but not limited to serious injury, permanent disability and death, and social and economic losses resulting from Rental

Tenant's actions, inactions, or negligence, as well as all other risks not known or not reasonably foreseeable.

4. If a Rental Tenant installs or uses such Risky Structures, he or she thereby further assumes all risk and liability resulting from the actions, inactions, or negligence of others, or the condition of the premises or Risky Structures, as well as all other risks not known or not reasonably foreseeable.
5. PTHD bears no liability or responsibility for any harm or damage resulting from or arising out of Rental Tenant's installation or use of such Risky Structures.
6. Rental Tenant shall indemnify PTHD for any and all claims brought against PTHD for all liability or responsibility for any harm or damage resulting from or arising out of Rental Tenant's installation or use of such Risky Structures.

Section III – Participants in PTHD Homebuyer Programs.

1. PTHD does not authorize the installation or use of Risky Structures on any PTHD Unit, or otherwise used for the PTHD Homebuyer Program, because of the inherent risks, described above.
2. If a Homebuyer installs or uses Risky Structures, he or she thereby assumes all risk and liability resulting from the installation or use of such Risky Structures, including but not limited to serious injury, permanent disability and death, and social and economic losses resulting from Homebuyer's actions, inactions or negligence, as well as all other risks not known or not reasonably foreseeable.
3. If a Homebuyer installs or uses such Risky Structures, he or she thereby further assumes all risk and liability resulting from the actions, inactions or negligence of others, or the condition of the premises or Risky Structures, as well as all other risks not known or not reasonably foreseeable.
4. PTHD bears no liability or responsibility for any harm or damage resulting from or arising out of Homebuyer's installation or use of such Risky Structures.
5. Homebuyer shall indemnify PTHD for any and all claims brought against PTHD for all liability or responsibility for any harm or damage resulting from or arising out of Homebuyer's installation or use of such Risky Structures.
6. If any such Risky Structures are installed or used, Homebuyer must obtain insurance coverage specifically for such Structures prior to installation or use. Homebuyer must provide documentation of proof of insurance to PTHD within 14 days of obtaining such coverage.

Section IV – Policy Updates and Revisions

This section provides for annual review of this policy to ensure that this policy is updated on an annual basis due to changes in laws, HUD rules and regulations, and Tribal Ordinances. Any changes or amendments to this policy must have Tribal Council approval.

ACKNOWLEDGEMENT

I, _____, acknowledge that I am the tenant/Homebuyer residing in a unit located at: _____ that is owned or managed by the PTHD on the

Puyallup Tribe of Indians reservation. I further acknowledge that I have read and understand the foregoing PTHD "Risky Structures Disallowed and Disclaimer Of Liability Policy." I understand the consequences for me if I choose to violate this policy.

Tenant: _____

Date: _____

Co-Tenant: _____

Date: _____

Date: _____

PTHD Director