DRY CREEK GAMING FACILITY TORT LIABILITY ORDINANCE As Amended September 22, 2018

1.0 Title

This Ordinance shall be known as the Dry Creek Gaming Facility Tort Liability Ordinance.

2.0 Statement of Purpose

This Ordinance is adopted by the Dry Creek Rancheria Band of Pomo Indians, a federally recognized Indian tribe ("Tribe"), pursuant to Section 12.5(b) of the Tribal-State Gaming Compact between the Tribe and the State of California ("Compact"). This Ordinance does not constitute a general waiver of Tribal sovereign immunity. This Ordinance shall be strictly construed to provide the exclusive process for the consideration and resolution of claims brought by persons alleging to have suffered injury arising from activities engaged in by the Tribe's Gaming Operation or its employees, and that occur at the Gaming Facility or in connection with the Tribe's Gaming Operation. This Ordinance covers only those Claims that would be considered actions in tort were they to arise under the laws of the State of California and which are susceptible of being covered by the Insurance Policy (as defined below). This Ordinance expressly preempts all other processes and remedies for alleged injuries within its scope, pursuant to the Compact, the Indian Gaming Regulatory Act, 25 U.S.C. §2701 et.seq., and other applicable law.

3.0 Definitions

Unless otherwise required by the context, the following words and phrases shall be defined as follows:

- 3.1 "Actual Damages" means the dollar value of the ascertainable loss of money or property sustained as a result of an injury covered under this Ordinance.
- 3.2 "Authority" means the River Rock Entertainment Authority, a governmental instrumentality of the Tribe.
 - 3.3 "Authority Board" means the Board of Directors of the Authority.
- 3.4 "Award" means money damages determined to be payable in order to compensate for an injury recognized under this Ordinance, without regard to any deductible amount contained in the Insurance Policy.
- 3.5 "Board of Directors" means that body elected from the membership of the Tribe and consisting of officers, delegates, and others who take action and represent the Tribe as necessary to carry out the directions of the Tribal Council.
- 3.6 "Casino" means the River Rock Casino, a governmental economic development project of the Authority.

- 3.7 "Claim" means any claim permitted to be brought under this Ordinance by persons alleging to have suffered injury arising from activities engaged in by the Gaming Operation or its employees, and that occur at the Gaming Facility or in connection with the Tribe's Gaming Operation, and limited hereunder to those claims that would be considered actions in tort were they to arise under the laws of the State of California and which are susceptible of being covered by the Insurance Policy.
- 3.8 "Claimant" means any person filing a Notice of Claim Form under Section 11.0 of this Ordinance.
- 3.9 "Claims Administrator" means the person appointed to administer all notices of claims filed under this Ordinance.
- 3.10 "Compact" means the Tribal-State Gaming Compact between the Tribe and the State of California executed on or about August 18, 2017 Effective January 22, 2018.
- 3.11 "Employee" means a part or full-time employee or an agent, contractor or volunteer of the Gaming Operation, when acting during the course and within the scope of his or her employment or duties. This term includes officers and directors of the Gaming Operation when they are acting to fulfill their duties to the Gaming Operation. The term does not include agents or representatives of the United States or of the State of California or any of their political subdivisions.
 - 3.12 "Gaming Commission" means the Dry Creek Gaming Commission.
- 3.13 "Gaming Facility" means any building, including but not limited to the Casino, in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the Gaming Operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including hotels, parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming Operation rather than providing them with an incidental benefit, provided that such area is covered by Insurance, as defined herein. Nothing herein shall be construed to apply in a manner that does not directly relate to the operation of Gaming Activities.
- 3.14 "Gaming Operation" means the Tribe's governmental gaming project, including but not limited to the Casino, which offers and operates Class III gaming activities, whether exclusively or otherwise, and which project shares all aspects of the Tribe's sovereign immunity.
- 3.15 "Injury" means death, harm to a person, or damage to or loss of property which, if inflicted by a person under California law or the Tribe's laws, would constitute a tort that is expressly covered by the Insurance.
- 3.16 "Insurance" or "Insurance Policy" means only that valid and binding policy of liability insurance procured in connection with the Gaming Operation, with liability coverage and policy limits solely as described under Section 12.5(a) of the Compact.

- 3.17 "Notice of Claim Form" means the form furnished by the Claims Administrator and filed by the Claimant pursuant to Section 11.0 of this Ordinance.
- 3.18 "Tribal Claims Commission" means the three-member body formed to hear Claims pursuant to Section 13.0 of this Ordinance.
- 3.19 "Tribal Council" means the governing body of the Tribe, as set forth in the Tribe's Articles of Association.
- 3.20 "Tribal Court" means any Tribal agency or entity serving as the judicial branch of the Tribe. In the event the Tribe establishes a Tribal Court, it shall take the place of the Tribal Claims Commission. The rules of the Tribal Court must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process.
- 3.21 "Tribal Dispute Resolution Process" means the process established in Sections 10.0 through 13.0 of this Ordinance and such other judicial processes or systems as the Tribe may establish.
 - 3.22 "Tribe" means the Dry Creek Rancheria Band of Pomo Indians.

4.0 Effective Date of This Ordinance

This Ordinance, as amended, shall be deemed to have taken effect on the date on which the Tribal Council adopts it, and any subsequent amendments to this Ordinance shall become effective on the date such amendments are adopted by the Tribal Council, unless otherwise specified in such amendments.

5.0 <u>Limited Waiver of Sovereign Immunity</u>

- 5.1 The Tribe retains in full its sovereign immunity except to the extent that it is expressly and unequivocally waived by this Ordinance in full compliance with tribal law. Members of the Board of Directors, the Authority Board, the Gaming Commission, the Tribal Council, and all other Tribal and Casino officials, officers, employees, representatives, and agents are and each shall remain immune from suit for actions taken during the course and within the scope of their duties in their respective roles or in any official capacity.
- 5.2 Claims brought under this Ordinance shall be brought against the Gaming Operation and must be pursued solely through the Tribal Dispute Resolution Process outlined in this Ordinance. The Tribe does not waive its immunity or that of the Gaming Operation from suit in any state or federal court, or for any purpose, except as expressly provided herein.
- 5.3 Claims against the Gaming Operation may be brought under this Ordinance for injuries proximately caused by intentional or negligent acts or omissions arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including, but not limited to, injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility, and the Tribe waives its immunity to the limited extent necessary to permit the application and

enforcement of this Ordinance in respect of such Claims and any Award arising therefrom, in the Tribal Court, or if the Tribal Court is not available, in the Tribal Claims Commission, and in the Tribal Appellate Court, or if the Tribal Appellate Court is not available, in the JAMS Optional Arbitration Appeal Procedure, but only up to the greater of ten million dollars (\$10,000,000) or the limits of the Insurance Policy; provided, however, such waiver shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds ten million dollars (\$10,000,000) or the Insurance Policy limits, whichever is greater; and provided, however, that nothing herein requires the Tribe to agree to liability for punitive damages or to waive its right to assert its sovereign immunity in connection therewith; and provided further that (i) any such Claim must be pursued through the Tribal Dispute Resolution Process set forth herein, (ii) such Claim may be pursued only to the extent that such injuries are expressly and undisputedly covered by the Insurance Policy, and (iii) any Award or judgment rendered in favor of a Claimant shall be for Actual Damages only, and satisfied solely from proceeds of the Insurance, without regard to any deductible amount contained in the Insurance Policy, and not from assets of the Tribe, including but not limited to assets of the Authority or the Gaming Operations, except to the extent of the deductible, if any, which shall be satisfied solely from assets of the Gaming Operation.

- 5.4 The sovereign immunity of the Tribe and its Gaming Operation are not waived in any way with regard to any Claim that does not arise out of, or is not connected with activities engaged in by the Gaming Operation or its employees, and that does not occur at the Gaming Facility or in connection with the Gaming Operation. The burden of proof shall be on the Claimant to show that Claimant's purpose for entry onto tribal lands was lawful and arose solely for the purpose of patronizing the Gaming Facility.
- 5.5 The procedures and timelines set forth in this Ordinance are jurisdictional. The limited waiver of sovereign immunity set forth in this Ordinance shall not extend to Claims that do not strictly comply with the procedures and timelines set forth herein.
- 5.6 The Tribe is not liable for any injury proximately caused by an intentional or negligent act that was committed outside the course and scope of the employment and/or authority of an official, employee or agent of the Tribe or Gaming Operation whose negligence or intentional misconduct are alleged to have caused the injury.
- 5.7 Claims generally covered by Workers' Compensation shall not be considered pursuant to this Ordinance, and must be made under the Tribe's Workers' Compensation claims procedures.

6.0 Governing Law

All claims under this Ordinance shall be decided in a manner consistent with California tort law governing claims for bodily injury, personal injury, or property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility, except that any and all laws governing punitive damages shall not be applicable to any claim raised under this Ordinance. This provision does not constitute general consent to California

law, nor is it intended as a waiver of the Tribe's sovereign immunity from unconsented suit or legal process.

7.0 Exclusive Remedy

- 7.1 This Ordinance provides the exclusive process and forum for the consideration and resolution of Claims authorized by this Ordinance.
- 7.2 In the event an action seeking damages for an injury arising from the same incident is filed in another forum or venue during the pendency of a Claim pursuant to this Ordinance, the Notice of Claim Form filed pursuant to this Ordinance shall be considered to have been abandoned and shall not be eligible thereafter for an Award of any kind. This provision shall not be construed to confer any right to bring an action in any other forum, nor as acquiescence by the Tribe or the Gaming Operation to a Claim of jurisdiction by a court or agency of any other sovereign.

8.0 Limitation on Awards

- 8.1 No damages resulting from an intentional tort may be awarded in any Claim under this Ordinance unless expressly covered by the liability coverage and policy limits provided in the Insurance Policy.
- 8.2 No punitive or exemplary damages or attorneys' fees or costs may be awarded in any Claim under this Ordinance.
- 8.3 No Award for pain and suffering or mental anguish may be sought in any Claim under this Ordinance except where such Award does not exceed fifty percent (50%) of the Actual Damages sustained and the Award is expressly covered by the Insurance.
- 8.4 No Award for costs or expert witnesses shall be sought in any Claim under this Ordinance.
- 8.5 In no event shall an Award of damages under this Ordinance exceed ten million dollars (\$10,000,000), and then only to the extent that such damages are for injuries expressly and undisputedly covered by the Insurance Policy. No assets, other than those of the Insurance Policy, may be the subject of, or used to satisfy, an Award of damages under this Ordinance, and such Award shall be limited to only those proceeds actually available for paying Claims under the Insurance Policy.
- 8.6 The Tribe's insurer shall be directed to promptly and fairly settle all Claims it deems to be valid, within the liability coverages and policy limits of the Insurance Policy.

9.0 Extent of Liability

The maximum total amount of any Award under this Ordinance, including damages, court costs, interest, and any other costs, shall be an amount that is undisputedly in accordance with the terms and policy limits of the Insurance and the payment of which is covered and funded by such Insurance.

10.0 Exhaustion of Tribal Dispute Resolution Process

Claimant must first exhaust the Tribal Dispute Resolution Process for resolving a Claim. Claimant's failure to exhaust or to strictly comply with any aspect of the Tribal Dispute Resolution Process shall result in the forfeiture of Claimant's opportunity to pursue a Claim against the Gaming Operation. The Tribal does not waive its sovereign immunity in any forum or for any Claim that does not strictly comply with the requirements of the Tribal Dispute Resolution Process.

11.0 Filing of Claims

- 11.1 Claims brought under this Ordinance must be made in writing, on a Notice of Claim Form, and must be filed with the Claims Administrator. Any Notice of Claim Form must be filed as required herein not later than 180 days after the Claimant receives written notice of the Tribal Dispute Resolution Process.
- 11.2 Upon notice that a Claimant alleges to have suffered an injury or damage covered by this Ordinance, the Gaming Operation shall provide written notice by personal service or certified mail, return receipt requested (with signature restricted to the Claimant), that the Claimant is required to first exhaust the Tribal Dispute Resolution Process, and if dissatisfied with the outcome of the Tribal Dispute Resolution Process, is entitled to the appeal process described in this Ordinance. The Claimant must bring his or her Claim within one hundred eighty (180) days of receipt of written notice of the Tribal Dispute Resolution Process as long as notice thereof is served personally on the Claimant or by certified mail with an executed return receipt by the Claimant, and the one hundred eighty (180)-day limitation period is prominently displayed on the front page of the notice.
- 11.3 In order to file a Claim under this Ordinance, the Claimant's presence must have been lawful and arose solely for the purpose of patronizing the Gaming Facility. The burden of proof shall be on the Claimant to show that Claimant's presence was lawful.
- 11.4 A Notice of Claim Form must be filed by the Claimant or the Claimant's representative, or, if the Claim is one for death by negligent act or omission, by either the personal representative, the surviving spouse, or next of kin of the deceased Claimant.
 - 11.5 A Notice of Claim Form must contain the following:
- (1) The Claimant's name and address, and the name and address of the Claimant's attorney, if applicable;
- (2) A concise statement of the Claim's factual basis, including the date, time, place, and circumstances of the act or omission that is the subject of the Claim;
 - (3) The name of any Gaming Operation employee involved, if known;
- (4) A concise statement of the nature and the extent of the injury Claimed to have been suffered;
 - (5) A statement of the amount of monetary damages requested; and

- (6) A signature certifying, under penalty of perjury, the truth of all statements made and information given in the Notice of Claim to the best of the Claimant's knowledge, information and belief.
- 11.6 The Claims Administrator, the Gaming Commission, or any representative acting on their behalf, may request additional information at any time, including medical bills, reports, or other materials deemed necessary to evaluate or settle the Claim.

12.0 Claims Administrator Process

- 12.1 Within ten (10) days after receiving a Notice of Claim Form filed in compliance with Section 11.0 of this Ordinance, the Claims Administrator shall forward a copy of such Notice of Claim Form to the Gaming Commission and the Insurance provider.
- 12.2 Upon receipt of a Notice of Claim Form filed pursuant to Section 11.0 of this Ordinance, the Claims Administrator shall promptly begin to investigate the Claim to determine its validity and the amount of any legitimate damages, and shall attempt in good faith to resolve the dispute. The Claims Administrator shall duly notify the Insurance provider of any Claims reasonably valued by the Claims Administrator as potentially amounting to more than the deductible amount of the Insurance Policy. The Claims Administrator shall coordinate its investigation with appropriate Tribal entities and employees to ensure that all evidence and relevant facts are considered.
- 12.3 If the Claims Administrator determines that a Claimant has not complied with any of the requirements of Section 11.0 of this Ordinance, the Claims Administrator shall reject the Claim and shall provide notice of the rejection, and the reason therefor, to the Claimant. A Claimant may resubmit any Claim rejected pursuant to this paragraph, provided that the resubmitted Claim is correctly filed within 180 days after the Claimant receives written notice of the Tribal Dispute Resolution Process.
- 12.4 If the Claims Administrator is unable to resolve the Claim within ninety (90) days after receiving the Notice of Claim Form, the Claims Administrator may request the Gaming Commission to authorize additional time to resolve the Claim.
- 12.5 If, after investigation and review of the Claim, the Claims Administrator determines that the Claimed injury is not valid or does not fall within the scope of this Ordinance, the Claims Administrator shall deny the Claim. The Claims Administrator shall notify the Claimant in writing, with a copy to the Gaming Commission and the Insurance provider, of this determination and the basis on which the Claim was denied. The Claimant shall thereafter have the right to request that the Tribal Claims Commission assume jurisdiction of the matter pursuant to Section 13.0 of this Ordinance. Such request must be in writing, setting forth in detail the Claimant's specific reasons for requesting such jurisdiction. This request must be delivered to the Claims Administrator within thirty (30) days after receipt of the Claims Administrator's Claim denial. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Tribal Claims Commission and the Insurance provider.

- 12.6 If, after investigation and review of the validity of the Claim, the Claims Administrator determines that the Claimed injury is valid and falls within the scope of this Ordinance, the Claims Administrator shall have authority to award damages up to the deductible amount of the Insurance Policy, but said authority shall not exceed \$10,000 per Claim for any Award to a Claimant.
- 12.7 With the Gaming Commission's written concurrence, the Claims Administrator may request the Authority Board to authorize payment of damages of more than the deductible amount of the Insurance Policy to settle the Claim. The annual limit for such damage Awards for any Claimant shall be \$20,000, unless otherwise expressly provided by the Authority Board. Any settlement proposed by the Claims Administrator and approved by the Authority Board that exceeds the deductible amount of the Insurance Policy shall be contingent on, and shall require, the Insurance provider's written consent if required by the terms of said policy.
- 12.8 As a condition of settling any Claim, the Claimant shall execute a settlement and release of all Claims form.
- 12.9 If the Gaming Commission has granted the Claims Administrator's request for additional time pursuant to Section 12.4 above and, at the conclusion of the extension period granted thereby, the Claims Administrator remains unable or fails to resolve the Claim, the Claimant shall thereafter have the right to request that the Tribal Claims Commission assume jurisdiction of the matter pursuant to Section 13.0 of this Ordinance. Such request must be in writing, setting forth in detail the Claimant's specific reasons for rejecting the Claims Administrator's proposed resolution. This request shall be delivered to the Claims Administrator within thirty (30) days after receipt of the Claims Administrator's final proposed resolution, or the last day of the extension period if no such resolution is proposed. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Gaming Commission, the Tribal Claims Commission, and the Insurance provider.

13.0 Tribal Claims Commission Review Process

- 13.1 The Tribal Claims Commission shall consist of three (3) members. The Tribal Claims Commission shall consist of at least one (1) Commissioner who is a representative of the tribal government and at least one (1) Commissioner who is not a member of the Triba. No member of the Tribal Claims Commission may be employed by the Gaming Facility or the Gaming Operation.
- 13.2 Within ten (10) days after receiving a Claimant's request filed in compliance with Section 12.0 of this Ordinance, the Gaming Commission shall send written notice to the Claimant stating that the Tribal Claims Commission has assumed jurisdiction over the matter.
- 13.3 The Tribal Claims Commission shall, within thirty (30) days after the date of the notice furnished in Section 13.2, send a second written notice to the Claimant setting a date, time and location for the Tribal Claims Commission to hear the Claim, the date of such hearing shall be not less than thirty (30) days after the date of such second notice. In the event the Claimant seeks to conduct pre-hearing discovery, such request must be noted in the request set forth in Section 12.0 of this Ordinance. The Tribal Claims Commission shall permit pre-hearing discovery

to the extent that it deems such discovery is reasonably necessary to ensure a fair and accurate presentation of relevant facts. Discovery shall be governed by tribal rules and procedures comparable to the rules set forth in section 1283.05 of the California Code of Civil Procedure.

- 13.4 The Tribal Claims Commission shall hear the Claim and, at its discretion, may accept evidence from the Claimant and/or the Gaming Operation.
- 13.5 The Tribal Claims Commission shall issue a written decision within sixty (60) days after the conclusion of a hearing on the matter.
- 13.6 The Tribal Claims Commission shall have authority to award damages up to the limits of the Insurance Policy. Any settlement proposed by the Tribal Claims Commission that exceeds the deductible amount of the Insurance Policy shall be contingent on, and shall require, the Insurance provider's written consent if required by the terms of said policy.
- 13.7 As a condition of settling any Claim, the Claimant shall execute a settlement and release of all Claims.
- 13.8 If the Award is issued against the Gaming Operation, every effort shall be made to satisfy the Award within sixty (60) days after the date the Award is issued. No Award is valid, however, that is not covered by the policy limits of the Insurance, or exceeds the limits set forth in this Ordinance.

14.0 Appeal Proceedings

- 14.1 Any party dissatisfied with the award of the Tribal Claims Commission may invoke the jurisdiction of the Tribal Appellate Court, or in the absence of a Tribal Appellate Court, the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent), provided that if there is a Tribal Appellate Court, the party making the election of JAMS must bear all costs and expenses of JAMS and the JAMS arbitrators associated with the JAMS Optional Arbitration Appeal Procedure, regardless of the outcome.
- 14.2 Any party seeking to invoke the jurisdiction of the Tribal Appellate Court, or in the absence of a Tribal Appellate Court, the JAMS Optional Arbitration Appeal Procedure, hereafter also known as the "JAMS appeal proceeding," shall do so by written request setting forth in detail the specific reasons for requesting such jurisdiction and rejecting the earlier decision. This request must be delivered to the Claims Administrator within thirty (30) days after receipt of the Tribal Claims Commission's decision. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Gaming Commission and the Insurance provider.
- 14.3 The applicable JAMS appeal proceeding shall take place in Sonoma County, California, shall use one (1) arbitrator and shall not be a de novo review, but shall be based solely upon the record developed in the Tribal Court or Tribal Claims Commission proceeding.
- 14.4 The JAMS appeal proceeding shall review all determinations of the Tribal Court or Tribal Claims Commission on matters of law, but shall not set aside any factual determinations of the Tribal Court or Tribal Claims Commission if such determination is supported by substantial

evidence. The JAMS appeal proceeding will review the decision of the Tribal Court or Tribal Claims Commission under the substantial evidence standard.

- 14.5 The JAMS appeal proceeding arbitrator does not take new evidence but reviews the record of the decision below to make sure there is substantial evidence that reasonably supports that decision. The JAMS appeal proceeding arbitrator's appellate function is not to decide whether he or she would have reached the same factual conclusions but decide whether a reasonable fact-finder could have come to the same conclusion based on the facts in the record. If there is a conflict in the evidence and a reasonable fact-finder could have resolved the conflict either way, the decision of the Tribal Court or Tribal Claims Commission will not be overturned on appeal.
- 14.6 The arbitrator shall have no authority to award attorney's fees, costs or arbitration fees, regardless of outcome.

15.0 Principles of Law Applicable to Determination of Claims

Any Claim brought under this Ordinance shall be determined first in accordance with tribal law. If no tribal law applies, then federal law shall apply. If no federal law applies, then, while not subject to state jurisdiction, Claims under this Ordinance may be determined generally in accordance with principles of law applicable to similar Claims arising under California state law to the extent they are consistent with tribal law as established by Articles of Association, ordinance, resolution, custom or tradition, and with federal law.

16.0 Attachment Prohibition

Neither execution nor attachment shall issue against the Gaming Operation, the Gaming Commission, or the Tribe in any Claim for injury or proceedings initiated under this Ordinance.

17.0 Other Ordinances

To the extent that this Ordinance is inconsistent with any other tribal law governing tort Claims against the Gaming Operation, the terms of this Ordinance shall govern. Notwithstanding the forgoing, in the event the Tribe establishes a judiciary branch of government and a judicial system by tribal resolution or ordinance, such judicial system and its civil rules and procedures shall replace the Tort Claims Commission provided in Section 13.0 of this Ordinance and the JAMS Optional Arbitration Appeal Procedure provided in Section 14.0 of this Ordinance in all matters after the judicial ordinance's effective date.

18.0 Availability of this Ordinance

This Ordinance shall be made available to Gaming Operation patrons both upon request and on either the Tribe's or the Casino's website. Upon receipt of a patron complaint regarding any alleged injury to person or property in connection with the Gaming Operation or its employees that allegedly occurred at the Gaming Facility or in connection with the Gaming Operation, employees of the Gaming Operation shall direct the patron to the Gaming Operation's Claims

Administrator. The Claims Administrator shall make a copy of this Ordinance available to any patron upon request.

19.0 Amendments

This Ordinance may be revised, amended or repealed from time to time by the Tribal Council consistent with the Compact as the Tribal Council shall deem appropriate. Regulations promulgated by the Gaming Commission under this Ordinance are subject to revision, repeal or amendment by the Gaming Commission.

20.0 Severability

If any section of this Ordinance, or its application to any person or entity or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or entities or circumstances, shall not be affected and shall remain in full force and effect.

CERTIFICATION

The foregoing Dry Creek Gaming Facility Tort Liability Ordinance was presented at a Tribal Council Meeting held on September 22, 2018 and was approved with a quorum present and such Code has not been rescinded or amended in any way.

Chris Wright	9-22-2018
Chairman	Date
Margie Rojes Secretary/Treasurer	9-22-2018 Date