

1 specific terms and provisions thereof, that the Shivwits Band or its Members may have against the
2 United States, its agencies or employees.

3 9.5 Effectiveness of Waivers.

4 9.5.1 Nothing herein acknowledges the existence or validity of any claims that are
5 being waived and released.

6 9.5.2 The waivers herein from all Parties are effective upon publication in the
7 Federal Register of the statement by the Secretary of the Interior described in section 14(a) of the
8 Settlement Act.

9 9.6 Reservation of Rights and Retention of Claims by the Shivwits Band and the
10 United States Acting in Its Trust Capacity.

11 Notwithstanding the waivers and releases described in subsections 9.3 and 9.4, the
12 Shivwits Band, its Members, and the United States Acting in Its Trust Capacity, shall retain:

13 9.6.1 All claims for enforcement of the Settlement Agreement, the Settlement
14 Act, or the Judgment and Decree through such legal and equitable remedies as may be available in
15 any court of competent jurisdiction.

16 9.6.2 All claims for water rights and injuries to water rights acquired after the
17 Effective Date determined by section 14(a) of the Settlement Act.

18 9.6.3 All rights not specifically waived and released in this Settlement Agreement.

19 9.7 Reservation of Rights and Retention of Claims by the Local Parties.

20 Notwithstanding the waivers and releases described in subsection 9.2, the Local Parties
21 shall retain:

22 9.7.1 All claims for enforcement of the Settlement Agreement, the Settlement
23 Act, or the Judgment and Decree through such legal and equitable remedies as may be available in
24 any court of competent jurisdiction.

25 9.7.2 All claims for water rights and injuries to water rights acquired after the
26 Effective Date determined by section 14(a) of the Settlement Act.