

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY

**To be filled out by everyone participating in an Eastern Missouri Society for Paleontology
Field Trip.**

Parents of Children under 18 should fill out the form for them and sign it.

In consideration of being permitted to participate in an Eastern Missouri Society for Paleontology (EMSP) Field Trip for the purpose of collecting rocks, minerals and fossils, I, *(print name)* _____, agree to the following Waiver and Release and make the following representations:

_____ *Initial* I agree to follow the instructions and precautions as stated by the Field Trip Leaders. I assume responsibility for attending all safety briefings. If I observe any unusual significant hazard during my presence or participation in this Field Trip, I will remove myself from participation and bring such to the attention of the field trip leader immediately.

_____ *Initial* **Acknowledgment and Assumption of Risk.** I understand the risks associated with rock collecting activities, inherent and otherwise, which include, but are in no way limited to, risks associated with falling off ledges, the collapse of quarry walls, falling or flying rocks from another participant's breaking of rock, negligent use of equipment, injuries from trips or falls. I understand the risk of injury from the activities involved in any field trip is significant, including the potential for permanent paralysis and death. I understand and acknowledge that the Eastern Missouri Society for Paleontology is in no way making any representation as to any participant's physical ability to participate in collecting activity. I have no known health problems or medical conditions which could in any way be exacerbated by any planned field trip I participate in. I assume all health risks associated with such activity. I further understand the risks associated with general outdoor activity, and the hazards that may be presented by natural causes or acts of other persons or animals, whether negligent or intentional.

_____ *Initial* I hereby acknowledge, confirm and agree that, at all times while on a Field Trip, I am there at my own risk and will exercise the highest degree of care and caution for my own personal safety and the safety of others.

_____ *Initial* I understand that the Eastern Missouri Society for Paleontology, by allowing third parties (any other participants) on a Field Trip, do in no way guarantee, make any representation or assume responsibility for any third party's character or conduct while on a Field Trip.

_____ *Initial* **Release of Liability.** the Eastern Missouri Society for Paleontology shall not be liable for any damages arising from personal injuries sustained by me on a Field Trip. I agree to assume and bear all risks of injuries or damages to my person or personal property sustained while on a Field Trip caused by any source whatsoever, whether by natural occurrence, my own acts or the acts of others. I hereby fully and forever release the Eastern Missouri Society for Paleontology, its officers, agents, members, other participants, successors and assigns as well as any other person or entity acting in any capacity on its behalf, from all claims, demands, damages, rights of action, or causes of action or liability for any such personal injury or property damage that I may incur. I further specifically agree to assume all risk of personal injury or property damage resulting from the negligence of the Eastern Missouri Society for Paleontology, its officers, agents, members, other participants, and all other persons or entities acting in any capacity on its behalf.

_____ *Initial* **Indemnification.** I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify the Eastern Missouri Society for Paleontology, its officers, agents, members, other participants, successors and assigns and all other persons or entities acting in any capacity on its behalf, from any and all liability, claims, demands, actions, or rights of action, whether known or unknown, foreseen or unforeseen, relating to or arising out of my presence or activities while on a Field Trip.

_____ *Initial* **Lawful Activity.** I agree to conduct myself in a lawful manner at all times while on a Field Trip, obeying all local, state and federal regulations and laws.

