

## Participant Information

Participant Name (print): \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
Country \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_  
Date of Birth (mm/dd/yy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Age: \_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
Spouse or closest next of kin: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Health Insurance carrier: \_\_\_\_\_

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### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PERSONAL RESPONSIBILITY PLEDGE

In consideration of the opportunity to participate in the paleontology research project (the "Project") organized by the Southwestern Adventist University ("SWAU") and the Earth History Research Center ("EHRC"), located on the Hanson Research Site Station ("HRS") and the surrounding land owned by \_\_\_\_\_ ("Landowners"), I, \_\_\_\_\_, acknowledge and agree to the following terms, conditions, and pledge further stated below:

#### Section 1 – Assumption of Risk and Liability Waiver

- 1.1 I, \_\_\_\_\_, and for my heirs, executors, successors, and administrators, hereby release and agree to hold the **HRS, Landowners, SWAU, and EHRC** (collectively referred to as the "**Released Parties**"), and their respective directors, officers, employees, Project leaders, instructors and agents of any kind harmless from all claims, damages, losses, liens, demands and causes of action arising out of, or relating in any way to, my participation in the Project or my stay at the HRS, including all activities I engage in at any Project site and my transportation to and from any Project site or other destination designated on the schedule of Project activities.
- 1.2 Further, I, hereby acknowledge and affirm that I have been advised and informed of the following hazards and conditions while participating in the Project:
  - a) I understand that, while on the HRS, any foot and vehicle travel may be hazardous due to unimproved roads, trails, and rough terrain, feral and domestic animals, including cattle, and physically strenuous activities and that I will be exerting myself during these program(s) or other activities, and that if I am injured as a result of my involvement in the Project I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.
  - b) I understand and am aware that during my stay at the Project site I will be staying and camping outdoors on open rangeland that is subject, at time, to extreme weather and to the presence of wildlife including, not limited to insects, rattlesnakes, and other feral and domestic animals.

- c) I understand that past or present medical conditions may be contradictive to my participation in the program. I affirm that I do not have a history or pre-existing medical conditions (seizures, dizziness or fainting, cardiovascular disease, angina, heart attack) that would put myself in danger or create a greater risk of exacerbating my condition while participating in the Project. I further affirm that I do not have a history of respiratory problems such as asthma, emphysema, or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. **The nearest medical facility is approximately forty (40) miles away.**
- d) I further state that I am a lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian and they too have read, acknowledged, and executed this document. I understand that the terms herein are contractual and not a mere recital and that I have signed this document on my own free act.
- e) I further state that I am covered by medical insurance and can provide documentation of said medical coverage.

1.3 It is the intention of \_\_\_\_\_ (participant) by this Section to exempt and hold harmless the **Released Parties** and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage, or wrongful death, however caused, including but not limited to the negligence of the **Released Parties**. I understand that I hereby release all liability and therein relinquish legal rights by signing below. I also sign it freely and voluntarily under my own free will without any inducement, coercion or otherwise.

**Please initial to acknowledge that you have read and understand the risks you assume and waiver of liability in participating in the Project.**

\_\_\_\_\_  
Participant initials      Or      \_\_\_\_\_  
If a minor, parent or guardian initials

Section 2 - Waiver of Project and Activity Oversight and Control

- 2.1 SWAU and EHRC reserve the right, without penalty, to withdraw, terminate or cancel any announced Project activity or activities, or to make necessary changes to any of the Project activities. I agree that in the event of a withdrawal, termination, or cancellation of the Project or any of the scheduled activities, SWAU and EHRC's liability shall be limited to a refund of the funds I have paid for Project participation, less any prorated charges according to the fees schedule.
- 2.2 SWAU and EHRC reserve the right to cancel any Project activity or activities while in progress on an individual or group basis, when in the Project leaders' sole opinion, the health, safety or well-being of participants requires such action. Throughout the duration of the Project, the Project leaders have the authority to administer or to obtain any and all medical attention necessary to be administered to me because of an accident, injury, sickness, or medical condition requiring treatment. I agree to assume full financial responsibility for any such medical attention administered to me.
- 2.3 I understand that all fossils, artifacts and other items that I may discover, excavate or obtain while at the Project site are the property of the Hanson Research Station. I hereby forever disclaim and waive any claim of ownership or any other property interest in any such fossils, artifacts or other items.

- 2.4 I hereby irrevocably grant SWAU and EHRC the right to use my name and any recording of my image or voice made during the Project at no charge for educational purposes and/or to promote or publicize the Project or the scientific research that is the subject of the Project. This right of use extends to any medium, including the Internet, printed materials, and multimedia productions. All copyrights in said recordings will be owned only by SWAU and EHRC.

**Please initial to acknowledge that you read and understand your waiver of project and activity oversight and control.**

\_\_\_\_\_  
Participant initials      Or      \_\_\_\_\_  
If a minor, parent or guardian initials

### Section 3 - Personal Responsibility Pledge

- 3.1 I, \_\_\_\_\_, (Participant), hereby pledge and affirm that I will not participate or encourage any activity that would compromise the Project, right to use the land, or the priority of ranching activities on the Hanson Research Site Station or surrounding land owned by the Landowners. This includes, but is not limited to pledging each of the following:
- I will not unnecessarily disturb livestock.
  - I will drive vehicles only on designated auto trails or public roads.
  - I will remove all trash from the HRS and surrounding lands.
  - I will camp in approved areas only.
  - I will use only designated water and human and organic waste facilities.
  - I will not contaminate water supplies or commit waste to the HRS and surrounding lands.
- 3.2 I further state that after ranch operations, I will prioritize scientific research over all concerns. This includes but is not limited to pledging each of the following:
- I will leave all fossils in place except as directed by the Project directors.
  - I will report the discovery of all fossils to my team leader and/or instructor who will report all significant discoveries to the HRS Manager, and/or the Landowners.
- 3.3 I will not take any fossils without the express permission of the HRS Manager, and/or the Landowners. A fossil "Accountability and Entrustment Record" must be completed and signed before fossils are removed from HRS or the surrounding land for curation, casting, instruction, and/or storage.
- 3.4 I pledge that I will stay within the confines of the Landowners property and/or on the public roads.
- 3.5 I pledge to place no financial burdens or liabilities on the Landowners or their properties, real or personal. This includes but is not limited to pledging the following:
- I will cover any cleanup costs incurred by my activities.
  - I will cover any damage incurred by my activities, even if due to the nature of the facilities.
  - Within 30 days of the termination of my visit, I will submit a full financial accounting of all my activities on the Premises to the HRS President and Manager.
- 3.6 I pledge that I will obtain the HRS Board approval before any of my publications, activities, research, discoveries, etc. concerning or about the HRS are made public and provide five (5) complimentary copies of any such publications where appropriate to the HRS. (Note: this is handled by the Project directors except for extenuating situations.)

3.7 If I am Principal Investigator that has proposed a research plan to the HRS, I pledge to submit a completion research report (including all scientific findings, fossils, and excavation methods) to the HRS Manager by the 31<sup>st</sup> of August or within 60 days of the completion of the research on a seasonal basis. (Note: this is handled by the Project directors.)

**Please initial to acknowledge that you read and understand the personal responsibility pledge take described above.**

\_\_\_\_\_  
Participant initials      Or      \_\_\_\_\_  
If a minor, parent or guardian initials

**I hereby attest that I have read, understand and agree to the terms, conditions, pledge described above.**

SIGNATURE \_\_\_\_\_ date \_\_\_\_\_

If a minor, parent or guardian signature \_\_\_\_\_ date \_\_\_\_\_