

# MINNESOTA MINERAL CLUB

## ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY ("AGREEMENT")

This Agreement must be completed and signed, in advance, by each person participating in a Minnesota Mineral Club ("MMC") field trip ("Field Trip"). Parents or legal guardians of children under 18 should fill out the form for each child and sign for them.

In consideration of being permitted to go on this Field Trip for the purpose of collecting rocks, minerals and fossils, I, \_\_\_\_\_ (Print Name) ("Participant"), agree to the following 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. I agree to closely supervise any children for whom I am parent or legal guardian while on a Field Trip.

\_\_\_\_ Initial I agree to follow the AFMS Code of Ethics.

\_\_\_\_ 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, and injuries from trips or falls. I understand the risk of injury from the activities and acknowledge that MMC is in no way making any representation as to any participant's physical ability to participate in collecting activity. I further understand the risks associated with general outdoor activity, and the hazards that may be presented by natural causes or act 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 only MMC paid members are allowed participation on Field Trips.

\_\_\_\_ Initial **Release of Liability.** MMC shall not be liable for any damages arising from personal injuries sustained by me on a Field Trip. I agree that, solely as between me and MMC, I 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 MMC, its officers, agents, and trip leaders, successors and assigns as well as any other person or entity acting in any capacity on MMC's 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 cause or incur.

\_\_\_\_ **Initial Indemnification.** I agree to hold harmless and indemnify MMC, its officers, agents, and trip leaders, successors and assigns as well as any other person or entity acting in any capacity on MMC's behalf, from any and all third-party liability, claims, demands, actions, or rights of action, whether known or unknown, foreseen or unforeseen, to the extent 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.

\_\_\_\_ **Initial Successors Bound.** This Agreement and all representations made herein shall apply to and bind myself, and my heirs, assigns and representatives.

\_\_\_\_ **Initial Severability.** It is my intention that this Agreement be as broad and inclusive as permitted by law. In the event that any portion of this Agreement is determined to be invalid, such invalid portion shall be severed and remaining provisions of the Agreement shall remain in full force and effect.

\_\_\_\_ **Initial Governing Law/Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, and I agree to submit to the jurisdiction of the courts of the State of Minnesota.

**I have read this Agreement, fully understand its terms, and sign it freely and voluntarily without any inducement.**

FIELD TRIP EVENT \_\_\_\_\_ EVENT DATE(S) \_\_\_\_\_

Participant's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Age (if minor child): \_\_\_\_\_

**(If Participant is a child under 18 years old, Participant's parent or legal guardian must sign this Agreement.)**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone(s): \_\_\_\_\_

**Emergency Contact Information (optional)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

REV. 5/2017

