ASSUMPTION OF RISK, RELEASE, and INDEMNIFICATION AGREEMENT for FIELD TRIPS

This Agreement is between American Institute of Professional Geologists (“AIPG”) and the Registered Participant(s)

Acknowledgement and Assumption of Risks

Participation in the AIPG Field Trip (“Excursion”) carries inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Those risks include but are not limited to the hazards of traveling, accidents or illness in remote places without medical facilities, the forces of nature and travel by automobile or other means falling, being struck, colliding with objects or persons, reacting to increased exertion, suffering allergic reactions, slips, trips and falls, walking on rough or uneven surfaces, heat exhaustion, dehydration or risks associated with physical activities in general, catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in participating in the Excursion. I hereby state that my participation is voluntary and that I knowingly assume and accept responsibility for all such risks (both known and unknown).

I accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting from my participation in the Excursion.

Waiver, Indemnification and Release

In consideration of being permitted to participate in the Excursion, the undersigned Participant, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge and covenant not to sue any individuals, organizations or entities of any nature including, but not limited to, AIPG, the AIPG Board of Directors (both jointly and individually), AIPG officers, employees, independent contractors, volunteers, members, agents, affiliates and any other persons assisting or participating in the Excursion who take part in the organization of, or participation in the Excursion (“Released Parties”).

I also agree to defend, indemnify and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fee brought as a result of my involvement in the Excursion and to reimburse such parties for any such expense incurred.

I understand that by registering and/or attending this field trip, I am surrendering certain legal rights and agree to release and not to sue the Released Parties with respect to all claims, liabilities, suits or expenses (including attorneys’ fees and costs) for any injury, damage, death or other loss in any way connected with my participation in the Excursion.

Severability

The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall remain in full force and effect.

Consent to Medical Care

I authorize AIPG staff, representatives, contractors, or other medical personnel to obtain or provide medical care to me and I agree to pay all costs associated with such care and transportation.

Permission to Use Images

I acknowledge that photographs, videotapes, and other forms of media images may be taken during the Excursion and I hereby grant permission to AIPG to use these images in any manner AIPG decides for advertising, display, audio visual, exhibition, or editorial use. I waive any right to compensation in connection with the use of such images.

Acknowledgment of Understanding

I have carefully read this Agreement, fully understand their terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am acknowledging this Agreement freely and voluntarily and intend by my/our registration(s) to provide a complete and unconditional release of all liability to the greatest extent allowed by law. I represent that I am eighteen (18) years of age or older and otherwise competent to acknowledge this Agreement. I agree to abide by all AIPG rules and policies and if I have any mental, physical or emotional conditions or limitations that might affect my ability to participate, I agree to disclose those to AIPG. I am fully capable of participating in the Excursion without causing harm to myself or others.

I declare that I have read and understood the above Assumption of Risk, Release, and Indemnification Agreement for the Excursion in its entirety, and I hereby agree to be bound by the terms and conditions. I understand that by registering and/or attending this event, I am waiving certain legal rights which I, my heirs, next of kin, executors, administrators and assigns may have against AIPG, its officers, directors, servants, employees and agents. If a minor (under 18 years old) is accompanying participant on the Field Trip an additional paper copy of this release will be required. As parent/guardian of a minor, I hereby agree to this Agreement on behalf of the minor.

Printed Name (of minor): ___________________________ Date: ____________

Printed Name (of parent/guardian) ___________________________

Signature (of parent/guardian): _____________________________