

Tucson Gem & Mineral Society

Field Trip Release

NOTE: This is a release of legal rights. Read and understand it before signing.

Tucson Gem & Mineral Society, Inc. is a nonprofit corporation for the education of its members and the general public about gems and minerals. References to Tucson Gem & Mineral Society ("TGMS") include Tucson Gem & Mineral Society, its members, officers, agents, volunteers and employees.

I (*print your name*) _____, as a member of TGMS in good standing, freely choose to participate in the (*print name of field trip*) _____ (henceforth referred to as the "Field Trip"). In consideration of my voluntary participation in this Field Trip, I agree as follows:

SPECIFIC HAZARDS OF TRAVEL: I understand the planned Field Trip will have possible risks and dangers, related but not limited to: travel to the site; hikes and other strenuous activity, exposure to high altitudes; mining operations; accidents and illness; acts of nature; and other risks not specified.

INDEPENDENT TRAVEL AND ACTIVITY: I understand that TGMS may provide transportation for some or all parts of the Field Trip, and that if it does not, I may drive my own vehicle or car pool with others. I understand that any travel I do independently before or after the Field Trip is entirely at my own expense and risk. I understand that TGMS is not responsible for any loss or damage I may suffer when I am traveling independently or I am otherwise separated or absent from the Field Trip activity.

HEALTH AND SAFETY: I understand the trip may entail strenuous physical exertion. I have been advised to consult with a medical doctor with regard to my personal medical needs, and I certify that I have no known health-related reasons or problems that could preclude or restrict my participation in the planned Field Trip, nor any medical conditions that could be exacerbated by the planned Field Trip. I have obtained the required immunizations. In case of a medical emergency during my participation in the Field Trip, I authorize in advance all representatives of TGMS to secure whatever treatment is necessary. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Field Trip, or else to bear the costs of such injury or damage myself. In the event that medical treatment is obtained for me I agree to be fully responsible for payment of same and I agree to indemnify and hold harmless any person who has secured such medical treatment for me.

THIRD-PARTY VENDORS: TGMS may employ or utilize third parties to assist in the Field Trip, as well as utilize volunteers from TGMS general membership to provide goods or services. I do hereby release TGMS, as well as its members, officers, agents, volunteers and employees, individually and collectively, from all responsibility pertaining to the provision of goods and/or services by said third party or parties.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by the laws of the State of Arizona, which shall be the forum for any lawsuits I may choose to file against TGMS. I acknowledge that if anyone is hurt or property is damaged during my participation in the Field Trip, I may be found in a court of law to have waived my right to maintain a lawsuit against TGMS on the basis of any claim I have released herein.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY: In consideration of the right to participate in this program and knowing the risks described above, I agree to release TGMS and its officers, agents, volunteers and employees, individually and collectively, from all responsibility from damages, injuries, death, loss or delays due to any reason whatsoever. I hereby assume all risks and dangers in connection with the program except for claims against TGMS and its officers, agents, volunteers and employees, individually and collectively, arising out of gross negligence or intentional tortuous activities of such officers, agents, volunteers or employees as may be required by law.

SIGNATURE: I indicate by my signature below that I have read the terms and conditions of participation in the Field Trip and agree to abide by them, and to conduct myself in a lawful manner while on the Field Trip, obeying all local, state, federal and international laws and regulations and any rules imposed by any mine/claim or property owners which property is visited on such field trip. I have carefully read this Field Trip Release and understand it. If any portion of this Field Trip Release is held invalid, the rest of the document shall continue in full force and effect. I further understand that my failure to abide by all such rules may result in my being barred, without further notice, from participation in future field trips, at the sole discretion of TGMS.

Participant Name (**Please Print**)

Participant Name (**Please Sign**)

Address: _____ City _____ State _____ ZIP _____

Phone: _____

Date: _____

CONSENT OF PARENT(S) OR LEGAL GUARDIAN(S)

I consent and agree, as parent of legal guardian of the minor named above, to the foregoing terms and provisions (it is strongly encouraged that both parents and/or guardians read and sign this form):

Signature of Parent(s)/Legal Guardian(s)

Date: _____

Date: _____