

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY**  
**To be filled out by everyone participating in a Cedar Valley Rocks & Minerals Society and/or MAPS**  
**Field Trip**

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

In consideration of being permitted to go on a Cedar Valley Rocks & Minerals Society OR Mid America Paleontology Society (subsequently referred to as MAPS) 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 Cedar Valley Rocks & Minerals Society and MAPS are 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 Cedar Valley Rocks & Minerals Society and MAPS, 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.** Cedar Valley Rocks & Minerals Society and MAPS 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 Cedar Valley Rocks & Minerals Society and MAPS, their 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 Cedar Valley Rocks & Minerals Society and MAPS, their 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 Cedar Valley Rocks & Minerals Society and MAPS, their 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.

\_\_\_\_\_ *Initial* **Successors Bound.** This Agreement and all representations made herein shall apply to and bind myself, 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 the 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 Iowa, and I agree to submit to the jurisdiction of the courts of the State of Iowa.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

This Waiver shall be valid for participation in any field trips arranged by Cedar Valley Rocks & Minerals Society and/or MAPS

**Participant's signature:** \_\_\_\_\_  
(If under 18 years old, must be signed by child's parent or legal guardian. State child's age. Children must be closely supervised by their parent or legal guardian at all times while on a Field Trip.)

**Date:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

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

**Emergency Contact Information (optional):**

**Emergency Contact's name:** \_\_\_\_\_

**Emergency Contact's telephone:** \_\_\_\_\_

**Emergency Contact's relationship to participant** \_\_\_\_\_

**RENEWED on the Following Dates:**

_____	_____
<i>Date</i>	<i>Signature</i>
_____	_____
<i>Date</i>	<i>Signature</i>
_____	_____
<i>Date</i>	<i>Signature</i>
_____	_____
<i>Date</i>	<i>Signature</i>
_____	_____
<i>Date</i>	<i>Signature</i>
_____	_____
<i>Date</i>	<i>Signature</i>