

AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEERS

**RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY AND
ACKNOWLEDGEMENT OF RISKS**

This document affects your legal rights. You must read and understand it before initialing or signing it.

Name: _____ Phone: _____

If under 18 name of guardian

Address: _____ City: _____ State: _____ Zip _____

I, the above named person being above age eighteen, or the legal guardian of the above named person who is under eighteen, hereby acknowledge, agree, promise, and covenant with and release and discharge the Department of Geological Sciences, University of Minnesota Duluth, the Vermilion Community College and their employees (Releasees) on behalf of myself, my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that the activities I am about to deliberately engage in as a participant and/or volunteer bear certain unknown and unanticipated risk which could result in injury, death, physical or mental illness or disease, or damage to myself to my property, to spectators, or other third parties. I understand and acknowledge those risks may result in personal claims against Releasees or myself by spectators or other third parties. Among these risks are the following:

- (1) The nature of the activity itself, particular risks of activity;
- (2) the acts or omissions of Releasees and other persons or entities;
- (3) latent or apparent defects or conditions in equipment or property supplied by Releasees, or other persons or entities;
- (4) use or operation, by myself or others, of equipment supplied by Releasees or other persons or entities;
- (5) acts of Releasees, participants in this activity, or other persons;
- (6) weather conditions including but not limited to: lightning, wind, and rock fall;
- (7) contact with plants or animals or other environmental hazards;
- (8) my own physical condition, or my own acts or omissions;
- (9) conditions of roads, trails, waterways, terrain, and routes taken and accidents connected with their use;
- (10) first-aid, emergency treatment or other services rendered;
- (11) consumption of food or drink;
- (12) other unknown and unanticipated risks.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, to my property, or to spectators or other third parties. I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risk or injury to myself and a risk or injury to spectators or other third parties as a result of my action, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself or my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to spectators, other third parties, and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

I HAVE READ THIS PAGE, AND INITIALED TO SHOW THAT I UNDERSTAND AND AGREE: _____