



Idaho Museum of Natural History

Idaho Museum of Natural History Class Participant Agreement (Including assumption of risks and agreements of release and indemnity)

This is a legal document. It must be signed by all participants attending Idaho Museum of Natural History sponsored program. If the participant is a minor (under the age of eighteen years) it must also be signed by a parent or legal guardian (each referred to as Parent below) of that participant, who agrees and signs for himself or herself and on behalf of the minor. If you, participant or parent, have any questions about the affect of this document, please ask us or consult an attorney.

In consideration of the privilege of participating in Idaho Museum of Natural History sponsored program I, Participant, and parent if Participant is a minor, acknowledge and agree as follow:

I understand that I, or any minor Participant, will be participating in:

Science Trek 2017

4/28/-4/29 Fri and Saturday 6:00pm-8:00am

I understand that I am responsible for understanding the risks and dangers before participating in this class. I understand that I am responsible for my own actions while participating in this class or in incidental activities that are not part of the class as stated in the description. Staff are available to meet and discuss project needs, expectations and risks prior and during the project. I will ask the Idaho Museum of Natural History staff for further information if needed or desired.

Acknowledgment and Assumption of Risks

Knowing the potential of risk and injury I voluntarily agree to participate at my own risk I expressly assume all the INHERENT risks of the projects in which I participate. In addition, except with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I acknowledge and expressly assume the inherent and ALL OTHER risks of this class whether those risks are known, unknown, inherent or otherwise, and whether or not described above. If my minor child is the participant we have discussed the activities and risks and he or she wishes to participate nevertheless.

Release and Indemnification

I, an adult participant or parent of a minor participant, for myself and on behalf of the minor participant, agree and promise to release, hold harmless and not to sue the State of Idaho, Idaho State University, the Idaho Museum of Natural History, (known as ISU), and their respective employees, volunteers and independent contractors (the "Released Parties") with respect to any injuries or losses I or the minor participant who is my child may sustain arising in any way from or related to this class. I further agree to indemnify (that is, to defend and satisfy such claims, including payment of costs and attorneys fees) the released parties and each of them from any claim arising out of losses suffered by me, or the child, or caused by me, or the child, including, but not exclusively, claims of family members, rescuers and other participants. These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law. These agreements of release and indemnity are of no force or effect with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit such agreements as a matter of law.

Other

- I understand that ISU does not provide insurance for any participant driving or riding in a personal vehicle. The driver is responsible for the safety and security for the vehicle and its passengers. I also understand that ISU does not provide replacement insurance for damaged personal equipment even if that equipment is used for the benefit of the group. Insurance coverage is the participant's personal responsibility.
- I grant ISU the right to use, for promotional purposes, any photographs or video footage taken of me or my minor child during my or my minor child's participation in this class.
- I understand and agree that if I or my minor child must be rescued I will bear the costs of the rescue or evacuation and not expect that ISU or any other entity or person to pay for or reimburse me for said expenses.
- For myself and for my minor child I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified medical provider, including my instructors, to render necessary emergency medical care and to exchange medical information with the third party care provider. I represent that I, or my minor child, am/is fully capable of participating in this class and have no current or past physical or psychological medical condition that would prevent participation in this class. I

understand that the ISU does not provide personal medical insurance. It is my personal responsibility to obtain my own, or my minor child's medical insurance.

I understand the nature of the activities associated with my child's participation in this project and have realistically evaluated my or my minor child's abilities and preparedness in relation thereto, including: knowing and obtaining proper clothing and equipment; becoming aware of the risks; and after obtaining this knowledge, making a voluntary and realistic decision to participate fully, including doing what is reasonably necessary to manage the risks of the activities for myself, my minor child and other participants.

I hereby agree that if a released party is required to defend any action, lawsuit, or litigation by me or my minor child or anyone on my or the child's behalf, or a family member, I or my, or the child's, heirs or executors agree to pay a Released Party's costs of litigation and attorney's fees if or to the extent that party successfully defends such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as an original.

I agree that the venue of any lawsuit or other litigation regarding my class or the terms of this Agreement shall be in Bannock County, Idaho, and governed by Idaho law (not including the laws if Idaho which might invoke the laws of another jurisdiction.)

Do you, or any minor participant, have any medical, physical or psychological concerns the instructor should know about?

The Participant and the Parents(s) or legal guardian of a minor child have read this and the previous pages of this document and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors and administrators. The agreement may be modified only in writing.

_____/_____/_____
Printed Name (Participant/Minor) Participant Signature Date Signed

_____/_____/_____
Parent / Guardian Signature Date Signed Minor's Birth Date

_____-_____-_____
Emergency Contact Name Relationship Phone Number