**Colorado Archaeological Society and Colorado Rock Art Association**

**Release, Waiver and Indemnity Agreement (“Agreement”)**

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, voluntarily and with full knowledge of the risks involved, participate in the excavation, field trip, or other activities (the “Activities”) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert location]: located on property owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert property owners if appropriate] (the “Property Owner(s)”), under the sponsorship of the Colorado Archaeological Society (”CAS”). I understand and accept the Activities include, without limitation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (describe activities, such as travel to and from the excavation or field trip or other site, working in a remote area, hiking, climbing, lifting, bending over, crouching, working with volunteers, working with hand and power tools, etc.) pose risks to me including but not limited to the risk of serious physical injury, death and/or emotional distress (“Risks of Personal Injury”). I understand I may suffer loss or damage to my personal property (“Risk to Personal Property”). I assume full responsibility for all Risks of Personal Injury and Risks to Personal Property.

**Certifications**

I certify one of the following:

\_\_\_ To the best of my knowledge and belief, I am in good health and can safely participate in all the Activities, or

\_\_\_ My doctor has certified (attach medical certification form) that I may safely participate in all the Activities, with the following limitations or restrictions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I agree that I am solely and fully responsible for complying with any limitations or restrictions placed on me by my doctor.

**Authorization for Emergency Treatment**

In case of illness or accident, I give permission for emergency treatment to be administered to me. I agree that I shall assume full responsibility for any treatment, including payment of medical or other costs. I advise CAS that I have the following allergies, medicine reactions, or other physical conditions that should be made known to a treating physician in case of a need for medical treatment and/or emergency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I authorize CAS to share and release this information to CAS personnel, a medical provider, or anyone else with a need to know this information.

**Waiver, Release, and Indemnification**

I, for myself, any spouse and family, heirs, executors, and administrators, release and discharge the Property Owners and CAS and all present or past officers, directors, employees, agents, contractors, students, and volunteers, acting officially or otherwise, (the “Released Parties”) from any and all claims, demands, actions, causes of action which in any way arise from my participation in the Activities. I agree to indemnify, save and hold harmless the Released Parties from any and all loss, liability, damage, attorneys’ fees, or costs that may be incurred by me or any other person that arise in any way from my participation in the Activities.

I acknowledge that no oral representations, statements, or inducements apart from this Agreement have been made and that I do not rely on any representations or statements other than those stated in this Agreement.

To the extent that I continue participation in CAS sponsored Activities beyond the date when I sign this Agreement, this Agreement continues in full force and effect. A photocopy or facsimile copy of this Agreement is as effective as an original.

I have read and have had a full opportunity to ask questions about this Agreement before signing it. I voluntarily, knowingly and without duress sign this Agreement.

Participant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian (if Participant is under the age of 18) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact in case of emergency: (Name and telephone): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_