



Friends of Mineralogy Midwest Chapter Field Trip Waiver/Hold Harmless Agreement

1.0 I, _____, desire to participate in Friends of Mineralogy Inc. Midwest Chapter (“FMMC”) (please print full name of participant)

field trips/activities (“Activity”). I fully understand and appreciate the dangers, hazards and risks inherent during any Activity, in the transportation to and from the Activity, and in any independent research or activities I undertake as an adjunct to the Activity, which dangers include but are not limited to serious and mortal injuries and property damage.

2.0 Knowing the dangers, hazards, and risks of such Activity and research, and in consideration of being permitted to participate in the Activity and research, on behalf of myself, my family, heirs, assigns, my estate and anyone claiming through me, release waive, forever discharge and covenant not to sue FMMC, it’s officers, directors, members, agents or third parties (hereafter called the “Releasees”) connected with the FMMC Activity of any and all claims, loss, injury, damage, demands, actions, causes of action, costs, and expense of every nature, known or unknown for damage to personal property, personal injury, death, as well as any emotional or psychological harm, or damages or loss of reputation, employment, contract, property rights and due process.

I further agree to assume all the risks and responsibilities known or unknown surrounding my participation in the Activity, including transportation to or from, or any independent research or activities undertaken as an adjunct thereto. I understand the activities have inherent risks and I understand those risks and assume responsibility to protect myself from those risks and acknowledge that FMMC cannot foresee all risks and hazards.

3.0 I understand and agree that Releasees do not have medical personnel available at the location of the Activity. I understand and agree that Releasees are granted permission to authorize emergency medical treatment if necessary, and that such action by Releasees shall be subject to the terms of this agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement have been made. I understand that the corporation (FMMC) does not require me to participate in this Activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age, and fully competent to sign this Agreement – and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity, and that I have adequate health insurance to provide and pay for any medical costs that may be attendant as a result of injury to me.

5.0 I further agree that this Release is in effect in perpetuity once executed, unless revoked in writing and shall be construed in accordance with the laws of the state in which FMMC is incorporated, Ohio. If any term of this provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release this ____ day of the month of _____, 20__.

Participant Signature: _____

Address: _____, _____, _____, _____
Street City State Zip Code

Phone (with area code): _____ **email:** _____

Emergency Contact: _____ **Phone (with area code):** _____

Witness Signature (must be at least 18 years old): _____