

GEOLOGICAL SOCIETY OF AMERICA
Participant Release, Waiver of Liability,
Assumption of Risk, and Indemnity Agreement

In consideration of and as a condition to Geological Society of America (“GSA”) allowing me to participate in any field trip or field-based activities offered by or through GSA (collectively, with all related activities, the “Activities”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

I am eighteen (18) years of age or older. I fully understand that participation in the Activities could include, without limitation, participating in strenuous and demanding physical activities (such as, without limitation, walking, hiking and climbing); participating in the Activities with other participants; contact with unidentified and unfamiliar persons, areas and terrain; exposure to known and unknown dangers in the areas in which the Activities are conducted, including, without limitation, collisions with other persons, objects or vehicles, uneven and varying surfaces, marked and unmarked obstacles, highly varied and rapidly changing weather and environmental conditions, and equipment failure; participating in the Activities in rugged terrain at changing altitudes; exposure to risks of inadequate or nonworking safety equipment, barriers and fencing; and transportation to, from and at the Activities.

I fully understand that participation in the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY INJURY, ILLNESS, DEATH, PARALYSIS, DAMAGE OR LOSS to myself, my property, and to other third parties and their property, which may be caused by my own actions or inactions, those of others participating in the Activities, the locations, areas, places, buildings and/or structures at, on or in which the Activities take place, the conditions in which the Activities take place, or the negligence or misconduct of any of the “Releasees” named below; and I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I or any third parties incur as a result of my participation in the Activities. I represent that I understand the nature of the Activities, I am participating in the Activities voluntarily, and that I am in good health, physically fit and otherwise prepared and able to participate in the Activities.

I, on behalf of myself and anyone who obtains any rights from or through me, hereby forever and irrevocably release and discharge GSA; the owners, lessors, lessees and any other individual or entity with any interest in the locations, areas, places, buildings and/or structures at, on or in which the Activities take place; the federal, state, provincial and local governments and governmental authorities in whose jurisdiction the Activities take place; any individuals or entities involved in any capacity with the Activities (including, without limitation, other participants in the Activities, organizers and leaders of the Activities, and vendors and suppliers for the Activities); any sponsors or advertisers of any of the foregoing; the respective parents, subsidiaries, affiliates, partners, members, managers, owners, agents, contractors, subcontractors, administrators, volunteers, insurers, personal and legal representatives, successors and assigns of each of the foregoing; and any director, officer, member, manager, partner, employee, official, representative or agent of any of the foregoing (each considered one of the “RELEASEES” herein) from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys’ fees and costs) (collectively, “Losses”) arising out of or in any way related to my participation in or attendance at the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY INJURY, ILLNESS, DEATH OR PARALYSIS) caused or alleged to be CAUSED IN WHOLE OR IN PART BY (i) THE NEGLIGENCE OR MISCONDUCT of any Releasee or otherwise, including negligent rescue operations, or (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with my participation in or attendance at the Activities. I FURTHER COVENANT NOT TO SUE ANY RELEASEE or cause any Releasee to be sued regarding any matter released above. I agree to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Participant Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this “Release”).

If any provision of this Release is unenforceable, it shall be modified to the extent reasonably necessary to make the provision legal, valid and binding. No statements regarding the effect of this Release, not contained in this Release, shall modify the terms of the Release. In any proceeding or other attempt to enforce, construe or to determine the validity of this Release, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys’ fees and costs. This Release shall be binding upon the undersigned, and his/her successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through me. This Release shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. Sole and exclusive jurisdiction and venue for any dispute concerning this Release shall be in the federal or state courts located in the City and County of Denver, Colorado.