

# San Juan Basin Archaeological Society

a Colorado Nonprofit Corporation

## ACKNOWLEDGMENT OF PERSONAL RESPONSIBILITY AND WAIVER OF LIABILITY FOR SAN JUAN BASIN ARCHAEOLOGICAL SOCIETY ACTIVITIES

In consideration of being permitted to participate in San Juan Basin Archaeological Society (SJBAS) activities, participants must read, sign, and agree to abide by this Acknowledgement of Personal Responsibility and Waiver of Liability (Waiver). This Waiver must be signed each year. For couples, each individual must sign. For those with a family membership, by signing this waiver, parents agree to its terms for their children under 18.

I understand and acknowledge that participation in vehicular travel, hiking, camping, working outdoors and other activities planned by the SJBAS can result in death, injury, and/or loss or damage to property (especially if I am not properly equipped or physically or medically prepared). I understand and acknowledge that these activities take place under a variety of weather conditions, difficult and changing terrain, and other hazards of outdoor activities.

I understand and acknowledge that the SJBAS, its volunteers, officers, directors, trip leaders and members (collectively "members") are responsible only for trip planning, organization, and leading, and are not responsible or liable for my personal welfare and safety. I am solely and completely responsible for choosing outings and activities that are within my physical and medical ability, for taking proper clothing, provisions, and equipment along to provide for my personal comfort and safety, and for making appropriate decisions in response to terrain, elevation, and weather conditions and their inherent hazards (such as falling, being struck by lightning, hypothermia and injuries caused by others) to ensure my safety.

On behalf of myself, my heirs, successors, assigns, guardian, or other representative, I assume all risks for my personal safety, death or any injury I may suffer and/or the loss of or damage to my property, or the property of others, caused by me, while participating in any SJBAS activity. I hereby agree that I, my heirs, successors, assigns, guardian, or other representative shall not make a claim against or sue the SJBAS and/or any of its members for death, injury or damage, including consequential damages, I may suffer that results from the negligence or other act or omission, however caused, by any member of the SJBAS in connection with my participation in any SJBAS activity. I hereby release, indemnify, and hold harmless the SJBAS and its members from all actions, claims or demands that I, my heirs, successors, assigns, guardians or other representatives may have or may hereafter have for my death, injury or damage I may incur as a result of my participation in any SJBAS activity, and I release them from any liability for any such death, injury or damage. It is my intent to extinguish and waive any liability on the part of the SJBAS and its members for my death, injury or damage I may suffer as a result of my participation in any SJBAS activity.

In the event any claim is asserted against the SJBAS and/or its members for injuries or damage to me or my property, or for injuries or damages to third parties or their property caused in whole or in part by me, the SJBAS shall provide written notice to me of such claims, and thereafter I shall at my own expense defend and indemnify the SJBAS and/or its members against such claims and any related loss or liability, including reasonable attorney fees incurred by the SJBAS and/or its members. In the event I fail to so defend and indemnify, the SJBAS and/or its members may defend, pay or settle said claim(s) without notice to me and with right of recourse against me for all payments made or agreed to be paid to discharge said claim(s), and all costs incurred, including reasonable attorney fees.

I agree that this Waiver is intended to be as broad and inclusive as permitted under Colorado law. If any portion is held invalid, the balance shall continue in full force and effect. This Waiver shall be unlimited as to amount and duration. This Waiver is governed by Colorado law, and venue shall be in La Plata County.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Adopted January 2022