



Participant Agreement, including Assumption of Risk, and Agreements of Release and Indemnity

Participant Name: _____

Seminar Name: _____ Date of Seminar: ___/___/___

Please read this document carefully. It must be signed by all adult participants and, if the participant is a minor (under 18 years of age in Arizona, whose laws will determine minority), by a parent or court-appointed guardian of the minor. The parent or guardian is referred to below as “Parent”.

In consideration of being allowed to participate in the activities of the Verde Valley Archaeology Field Institute, I, an adult or Parent, for myself and, to the fullest extent allowed by law, on behalf of my minor child, acknowledge and agree as follows:

1. Activities and Risks: The Verde Valley Archaeology Field Institute (“VVAFI”) is a program of the Verde Valley Archaeology Center, a non-profit public charity whose mission includes support of Montezuma Castle and Tuzigoot National Parks. The activities (seminars) of VVAFI include day hikes. These and related activities expose participants to certain hazards, risks and dangers including, but not limited to, the following: traveling in areas with no defined trails, narrow trails and rough terrain, rock fall, high altitude, desert heat, wild animals and harmful plants, extreme weather conditions including lightning strikes and other forces of nature, and travel by automobile, bus, or other conveyances. VVAFI staff, contractors, and participants may misjudge hazards and other conditions. Seminars may be conducted in remote areas in which travel can create complex emergency situations that have no simple solutions. Many medical incidents may be treated in the field (sprains, blisters, diarrhea, for example), while others may require evacuation of the participant to a medical facility, at the participant’s expense. All VVAFI seminars are equipped with cell phones for life threatening emergencies, but cell phones can be unreliable depending on terrain, atmospheric conditions, and other variables.

VVAFI may contract for the services of independent contractors for conducting seminars and transportation needs. VVAFI is not responsible for how such contractors conduct their services.

VVAFI’s guides will instruct participants on safety procedures at the start of and during each class and related activities. The guides are trained primarily as teachers and interpreters, in furtherance of the educational mission of VVAFI. While they receive some training in managing the risks of outdoor environments and activities, not all guides are professional guides or outfitters. Each participant plays an important role in the success of a VVAFI seminar. Good physical conditioning and a positive mental attitude are essential. Participants must be attentive to what is occurring around them and abide by the recommended safety procedures. Participants must thoroughly read all materials provided by VVAFI and contact VVAFI for further information if needed.

The risks and other circumstances described above are inherent in VVAFI activities – that is, they cannot be eliminated without altering the nature of the activity and its value and appeal. The risk of injury, even serious injury or death, is unavoidable in the outdoor environment in which VVAFI activities are conducted.

2. Assumption of Risks: I, an adult participant or Parent, understand the nature of the activities of VVAFI and assume all risks of the activities, inherent or otherwise and whether or not described above. If the participant is a minor, Parent has discussed the activities and their risks with him or her and Parent represents that the participant understands the activities and their risks, including the fact that certain risks cannot be anticipated, and the participant wishes to participate nevertheless.

3. Release: I, an adult participant or Parent of a minor student, for myself and, to the fullest extent allowed by law, on behalf of my minor child, hereby voluntarily release the Verde Valley Archaeology Center and the Verde Valley Archaeology Field Institute and their respective members, officers, directors, contractors, and staff including instructors and volunteers (“Released Parties”) from any and all claims, demands or causes of action, which are in any way related to my, or the minor child’s, enrollment or participation in an activity of VVAFI, and the use of its premises, equipment, and vehicles. This release includes claims of negligence of a Released Party but not claims of gross negligence or reckless conduct.

4. **Indemnity: I, an adult participant or Parent of a minor student, agree further to indemnify (that is defend and protect, and pay or reimburse) the Released Parties and each of them from any claim**, by whomever it might be brought, including the minor child, other participants and members of my, or the minor child's, family, arising from my or the child's enrollment or participation in the activities of VVAFI and the use of its premises, equipment, and vehicles. This indemnity includes losses suffered by me, or the child, and losses caused by my, or the child's, conduct. It includes claims of negligence of a Released Party but not claims of gross negligence or reckless conduct. Should a Released Party or anyone acting on his or her behalf incur attorney's fees and costs to enforce this agreement or otherwise defend a claim, I agree to indemnify and hold them harmless for and pay or reimburse all such fees and costs to the extent such a claim is withdrawn or relief is not granted on the claim by a court of competent jurisdiction.

5. **Other:**

- a) I represent that my general health is good and I am not, or the child is not, under a doctor's care for any condition that will endanger my, or the child's health, or the health or safety of other participants. I authorize the staff of VVAFI or its agents to administer or obtain care for me or the child in the event of a medical emergency and to exchange pertinent medical information with the third party care giver. In case of injury, illness, or death, I, or my estate, will bear the cost of all evacuation procedures and medical care. The participant has health and/or accident insurance which will cover the cost of reasonable and appropriate health care for any injury or illness he or she may experience while participating in the field seminars identified herein or other related activities.
- b) I hereby agree that any photograph in which I appear may be used by VVAFI without compensation to me for purposes of publicity, advertising, or news stories.
- c) I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Arizona, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any dispute between me, or the child, and a Released Party will be governed by the substantive laws of the State of Arizona and any trial of such a dispute will be filed and conducted in Yavapai County, Arizona or the next nearest county in which a federal or state court of proper jurisdiction is located.

I have carefully read this Agreement and voluntarily sign it. By signing this agreement, I acknowledge that it will be effective and binding upon me, my family, heirs, next of kin, administrators, executors, representatives, and my estate.

Signature of Adult Participant: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Signature of Adult Participant: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Further, I, as the undersigned parent or guardian of the minor child or children identified below, for myself and on their behalf, agree that they are, to the maximum extent allowed by law, subject to all the terms and conditions of this agreement as set forth above, including the agreements of assumption of risk, release, and indemnification.

Participating Minor : _____ Date of Birth: ____/____/____

Participating Minor : _____ Date of Birth: ____/____/____

Parent or Guardian Signature: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Unless otherwise instructed please bring completed form to the field seminar.

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