

Southwestern Adventist University and Earth History Research Center

Liability Release

Participant Name (print): _____

In consideration of the opportunity to participate in the paleontology research project (the "**Project**") organized by the Southwestern Adventist University ("**SWAU**") and the Earth History Research Center ("**EHRC**"), I hereby release and agree to hold **SWAU**, **EHRC**, and their respective directors, officers, employees, **Project** leaders, instructors and agents of any kind harmless from all claims, damages, losses, liens, demands and causes of action arising out of, or relating in any way to, my participation in the **Project**, including all activities I engage in at any **Project** site and my transportation to and from any **Project** site or other destination designated on the schedule of **Project** activities.

I am aware that the **Project** involves risk associated with the excavation of fossils and with my stay at the **Project** campsite, which is located on open ranchland that is subject, at times, to extreme weather and to the presence of wildlife (including insects, rattlesnakes and other varmints). I acknowledge that I have assumed all risks, foreseen and unforeseen, related to my participation in the **Project**.

SWAU and **EHRC** reserve the right, without penalty, to withdraw, terminate or cancel any announced **Project** activity or activities, or to make necessary changes to any of the **Project** activities. I agree that in the event of a withdrawal, termination or cancellation of the **Project** or any of the scheduled activities, **SWAU** and **EHRC**'s liability shall be limited to a refund of the funds I have paid for **Project** participation, less any prorated charges according to the fees schedule.

SWAU and **EHRC** reserve the right to cancel any **Project** activity or activities while in progress on an individual or group basis, when in the **Project** leaders' sole opinion, the health, safety or well-being of participants requires such action. Throughout the duration of the **Project**, the **Project** leaders have the authority to administer or to obtain any and all medical attention necessary to be administered to me because of an accident, injury, sickness or medical condition. I agree to assume full financial responsibility for any such medical attention administered to me.

I understand that all fossils, artifacts and other items that I may discover, excavate or obtain while at the **Project** site are the property of the **Hanson Research Station**. I hereby forever disclaim and waive any claim of ownership or any other property interest in any such fossils, artifacts or other items.

I hereby irrevocably grant **SWAU** and **EHRC** the right to use my name and any recording of my image or voice made during the **Project** at no charge for educational purposes and/or to promote or publicize the **Project** or the scientific research that is the subject of the **Project**. This right of use extends to any medium, including the Internet, printed materials, and multimedia productions. All copyrights in said recordings will be owned only by **SWAU** and **EHRC**.

I hereby attest that I have read and agree to the provisions of the above statements.

SIGNATURE _____ date _____

If a minor, parent or guardian signature _____ date _____

Southwestern Adventist University and Earth History Research Center

Medical Information

Name (print): _____ **Date of Birth** (mm/dd/yy): ____/____/____

Address: street _____
city _____ state _____ zip _____ country _____
phone (____) _____ e-mail _____

Emergency Contact Person: _____ phone: (____) _____

Medical Insurance Company: _____
policy of group number: _____
restrictions on coverage: _____

Personal Physician: _____ phone: (____) _____

Date of last Tetanus booster (mm/yy): ____/____ given by: _____

Describe any restrictions on your physical activity:

Medications you are currently taking:

Allergies to medicines and/or acute allergies to environmental allergens (bee sting, pollen, horses, etc) and/or other conditions that might lead to an acute situation requiring an immediate response:

I hereby attest that the above information is complete and correct.

SIGNATURE _____ date _____

If a minor, parent or guardian signature _____ date _____

Hanson Research Station Site Liability and Responsibility Statement

Participant Name (print): _____

Address: street _____

city _____ state/province _____ Zip/Postal Code _____

country _____ Home Phone: (____) _____

Date of Birth (mm/dd/yy): ____/____/____ Age: _____ Work Phone: (____) _____

Spouse or closest next of kin: _____ Phone: (____) _____

Health Insurance carrier: _____

Please read carefully before initialing each and signing below.

____ I, (**Participant Name**, above), hereby affirm that I have been advised and informed of the hazards of touring the Hanson Research Station ("**HRS**") site and participating in the excavating of fossils, doing various scientific studies, preparing fossils, and camping outdoors.

____ I understand and agree that neither the landowners (Mr. & Mrs. Vern Johnson), the directors of the project (Drs. A. Chadwick and L. Turner), the sponsoring organizations (Southwestern Adventist University ("**SWAU**") and Earth History Research Center ("**EHRC**")), nor **HRS**, nor any of their respective employees, officers, agents, or assigns (hereinafter referred to as "**Released Parties**"), may be held liable or responsible in any way for injury, death or personal property damages to me or my family, heirs, or assigns that may occur as a result in my participation in these activities or as a result of the negligence of any party, including the **Released Parties**, whether passive or active.

____ In consideration of being allowed to participate on the activities on the **HRS**, I hereby save and hold harmless the land owners, **HRS**, **SWAU**, and **EHRC**, and I personally assume all risks connected therewith, whether foreseen or unforeseen.

____ I also understand that, while on the **HRS**, any foot travel may be hazardous due to unimproved foot trails and rough terrain, wild animals (rattlesnakes, varmints etc.), domestic cattle, and physically strenuous activities and that I will be exerting myself during these program(s) or other activities, and that if I am injured as a result of a heart attack, panic, sunstroke, hyperventilation, broken or cracked bones, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

____ I understand that past or present medical conditions may be contradictive to my participation on the program; I affirm that I do not have a history of seizures, dizziness or fainting; or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as asthma, emphysema, or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. **The nearest medical facility is approximately 40 miles away.**

____ I further state that I am a lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital and that I have signed this document on my own free act.

____ I further state that I have in force my own personal medical insurance or am covered through my parents' family plan.

IT IS THE INTENTION OF (**Participant Name**) BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE LANDOWNERS, Mr. & Mrs. Vern Johnson, THE DIRECTORS OF THE PROJECT, Drs. Chadwick and Turner, THE SPONSORING ORGANIZATIONS, Southwestern Adventist University and Earth History Research Center, AND THE **HANSON RESEARCH STATION**, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS IF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

SIGNATURE _____ Date _____

If a minor, signature of Parent/Guardian _____ Date _____

Hanson Research Station Personal Responsibility Statement

Participant Name (print): _____

Please read carefully before initialing each and signing below.

_____ I, (Participant Name, above), hereby pledge that I will not participate or encourage any activity that would compromise the priority of ranching activities on the Hanson Ranch. This includes but is not limited to pledging each of the following:

- I will not unnecessarily disturb livestock.
- I will drive vehicles only in designated auto trails or public roads.
- I will remove all trash from the ranch.
- I will camp in approved areas only.
- I will use only designated water and human and organic waste facilities.
- I will not contaminate water supplies.

_____ I further state that after ranch operations, I will prioritize scientific research over all concerns. This includes but is not limited to pledging each of the following:

- I will leave all fossils in place except as directed by the project directors.
- I will report the discovery of all fossils to my team leader and/or instructor who will report all significant discoveries to the Hanson Research Station (“HRS”) Manager, Al Bollwerk, and/ or to the ranch owners, Vern and Carolyn Johnson.

_____ I will take no fossils without the express permission of the **HRS** Manager, Al Bollwerk, and/or the Hanson ranch owners, Vern and Carolyn Johnson. A fossil “Accountability and Entrustment Record” must be completed and signed before fossils are removed from **HRS** for curation, casting, instruction and/or storage.

_____ I pledge that I will stay within the bounds of the Hanson Ranch and/or on the public roads.

_____ I pledge to place no financial burdens on the Hanson Ranch. This includes but is not limited to pledging the following (Note: this is handled by the Project directors except for extenuating situations.

- I will cover any electricity costs incurred by my activities.
 - I will cover any propane gas costs for cooking and heating water incurred by my activities.
 - I will cover any cleanup costs incurred by my activities.
 - I will cover any damage incurred by my activities.
 - I will cover any damage incurred by my activities even if due to the nature of the facilities.
- Within 30 days of the termination of my visit, I will submit a full financial accounting of all my activities in the Hanson Ranch to the **HRS** President and Manager, Al Bollwerk.

_____ I pledge that I will obtain the **HRS** Board approval before any of my publications, activities, research, discoveries, etc. concerning or about the **HRS** are made public and provide (5) complimentary copies of any such publications where appropriate to the **HRS**. (Note: this is handled by the Project directors except for extenuating situations.

_____ If I am Principal Investigator that has proposed a research plan to the **HRS**, I pledge to submit a completion research report (Including all scientific findings, fossils, and excavation methods) to the **HRS** Manager, Al Bollwerk, by the 31st of August or within 60 days of the completion of the research on a seasonal basis. (Note: this is handled by the Project directors.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RESPONSIBILITY STATEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

SIGNATURE _____ Date _____

If a minor, signature of Parent/Guardian _____ Date _____