



McPherson Gem and Mineral Club Informed Consent/Assumption of Risk/Waiver of Liability

The McPherson Gem & Mineral Club, hereinafter referred to as the Club, is a 501(c)(3) not-for-profit Corporation organized under the laws of the State of Kansas. All references to the Club herein include its officers, Trustees, members, volunteers, employees, contractors, agents, and assigns; its field trip leaders and field trip drivers; and all private property owners, mine and mineral claim owners and their lessees upon whose property or claim the Club has been given permission to collect specimens. By signing this document, the undersigned agrees to and acknowledges the following:

GENERAL TERMS: I freely choose to participate in Club activities including meetings, field trips, outreach programming, promotional events, and annual show, and I understand that my participation in said activities is contingent upon my agreement to the terms and conditions of this document. While participating in Club activities, I agree to abide by any and all rules and standards of conduct, including health and safety standards, which may be determined by the Club or which may be deemed prudently a reasonable person. I further agree to obey all federal, state and local laws and regulations; which may apply to the location or nature of the Club activity. Failure to abide by said rules and laws may result in my being barred, without further notice, from participation in future Club activities, at the sole discretion of the Club. This document shall be retained in the Club's records and shall apply to all Club activities in which I may participate until such time as the Club deems it necessary to amend the terms and conditions of this document.

HEALTH, SAFETY and RISKS: I have been advised to consult with a medical doctor with regards to my own personal medical needs, and I certify that there are no health-related reasons or problems that would preclude or restrict my participation in any Club activity in which I choose to participate, nor do I have any medical conditions that could be exacerbated by my participation in said activity. I understand and accept that there are certain risks and hazards associated with the Club's activities, including the transportation to and from said activities, which could lead to injury, illness, death, or loss of or damage to personal property. These risks include but are not limited to rocky, steep, and unstable terrain; strenuous hiking and climbing; tripping and falling hazards; exposure to high altitudes; risks inherent to activity in a hot environment including dehydration and heat exhaustion; dangerous or venomous animals; dangerous plant life; weather conditions including lightning and flash flooding; possible exposure to dust-borne spores and silica dust; possible exposure to toxic or radioactive minerals; possible exposure to gunfire; possible confrontation with humans involved in illegal or unsafe activities; and the actions, including gross negligence, of any other activity participant associated with the Club. I recognize the Club is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility. In case of a medical emergency during my participation in any Club activity, I authorize the Club in advance to secure whatever treatment is necessary, and to take any actions it considers to be warranted regarding my health and safety. I certify that I have adequate insurance to cover any injury or damage I may sustain while participating in a Club activity, or else to bear the costs of such injury or damage myself.

GOVERNING LAW: This agreement shall be governed by the laws of the State of Kansas, which shall be the jurisdiction for any dispute arising hereto. Should any part of the document be held invalid the rest of this document shall continue in full force and effect. I acknowledge that should I sustain injury, illness, death, or damage or loss to personal property during the course of my participation in any Club activity I or my heirs may be found in a court of law to have waived my right to maintain a lawsuit against the Club and I may be liable to reimburse the Club for any legal fees and court costs it may incur.

GUARDIANSHIP: If I am signing as a parent or legal guardian, temporarily or otherwise, of a minor under the age of 18 years, or as a guardian for someone not legally capable of making their own decisions, I certify that I am legally allowed to do so and that my agreement is binding upon other person or entity that might claim legal guardianship.

ASSUMPTION OF RISK, RELEASE OF LIABILITY SIGNATURE: Now, in consideration for permission to participate in Club activities, I certify that I am freely requesting to participate in Club activities at my own risk and that I understand and agree to all of the above terms, conditions and disclosures. I agree to forever release, indemnify, defend and hold harmless the Club, as defined above, from and against any and all liability or claim for any injury, illness, death, damage or loss that I or those under my guardianship might suffer or incur arising out of my participation in any Club activity or the participation of anyone under my guardianship. I agree not to file a claim against any of the Club's insurance policies, or against the personal insurance policies of any of its members leading field trips or providing transportation to any Club activity. I further agree to assume all legal and financial responsibility for any injuries or damages that I might cause to the Club or any of its members in the course of participation in any Club activity. This agreement shall be binding my heirs, successors and assigns, and shall survive the termination of my association with the Club.

PHOTO RELEASE: When attending any Club activity, the Club has your permission to use your photograph publicly to promote the Club. You understand that the images may be used in print or online.

NAMES of PARTICIPANTS (ALL ADULTS IN FAMILY MEMBERSHIP)

SIGNATURE: _____ **DATE** _____

PRINTED NAME: _____

SIGNATURE: _____ **DATE** _____

PRINTED NAME: _____

Minor Names:

PRINTED NAME: _____ **DOB:** _____ **DATE:** _____

PRINTED NAME: _____ **DOB:** _____ **DATE:** _____

PRINTED NAME: _____ **DOB:** _____ **DATE:** _____

PRINTED NAME: _____ **DOB:** _____ **DATE:** _____

PRINTED NAME: _____ **DOB:** _____ **DATE:** _____

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