

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 rangeland 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 _____