

**IDAHO STATE UNIVERSITY
ARCHAEOLOGICAL FIELD SCHOOL
Acknowledgement of Risk and Waiver of Liability**

This is a legally binding agreement. By signing for yourself or your minor child under the age of 18, you give up the right to bring a court action to recover compensation or any other remedy for injuries or death to yourself or your minor child, or to your property, arising out of the ARCHAEOLOGICAL FIELD SCHOOL (herein "Activity") to be held in Kimberly, Idaho, May 14th through June 8, 2018. Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document.

I, (meaning an adult participant for him/herself OR parent/guardian on behalf of the minor), understand and acknowledge that participating in the Activity sponsored by Idaho State University (herein "ISU") entails inherent, known, and unanticipated risks which are voluntarily assumed. These risks include, but are not limited to: falling, slipping, drowning, being hit by falling objects, failure or misuse of equipment, food poisoning or allergic reactions to food, drink, plants; human carelessness, error, and misjudgment; inclement weather; exposure to natural elements; lightning, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, animals or insects; travel over difficult uneven or dangerous terrain, rugged trails, off-trail terrain, vehicle accidents; becoming lost; strains, sprains, abrasions, concussions, broken bones, internal injuries, and other injuries which could occur and result in emotional or physical injury, paralysis, death, or damage to property or third parties. By participating, I certify that I have full knowledge of and voluntarily assume all risks, that participant (myself or my minor child) is in good health and has no physical or mental limitations that would preclude the safe participation in this Activity.

Release/Indemnification/Covenant Not to Sue

To the fullest extent permitted by law, and in consideration for my or my minor's participation in this Activity, on behalf of myself or my minor child, my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to indemnify, defend, save, hold harmless, release and covenant not to sue the State of Idaho, its State Board of Education, Idaho State University, its members, respective officers, employees, volunteers and agents (the Released Parties) for any negligently caused injuries or losses arising from or related to the Activity. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees or expenses arising out of losses suffered by or caused by me or my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

On behalf of my minor child, or myself I hereby consent to emergency medical care, including transportation to and exchange of medical information with a medical facility. I understand that I am responsible for all medical expenses for me or my minor child in this high risk Activity, as well as the cost of any necessary rescue or evacuation. I grant ISU the right to use for promotional purposes, any photographs or video footage taken of my minor child or me during the Activity. This agreement and any claims arising out of or relating to this agreement shall be governed exclusively by the laws of Idaho. The disputes shall be resolved in the courts of Bannock County, Idaho, and I, on behalf of myself (or minor child) consent to the jurisdiction of such courts. The venue of any dispute shall be in Bannock County, Idaho and shall be governed by Idaho law.

If I am executing this document as a parent/guardian of a minor child, I represent and warrant that I have read the terms and agree to them, and have the legal right to execute this document on behalf of the minor, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Printed Name of Participant or Parent/Guardian

Date

Participant/Parent/Guardian Signature

Emergency Contact Name and Phone