

FOUR CORNERS GEOLOGICAL SOCIETY

Fall 2019 Trip:
"Molas Pass to Durango Hike & Rail Ride"



RELEASE AND INDEMNITY AGREEMENT:

I, _____, in consideration of the receipt by me of permission from the Four Corners Geological Society (FCGS) to participate in the **Field Trip** entitled "**Molas Pass to Durango Hike & Rail Ride**" to be conducted **Oct 5^h, 2019** and sponsored by the FCGS, the receipt of such permission being hereby acknowledged, and being fully aware that the **Field Trip** may involve hazardous or dangerous activities or around other hazardous and dangerous conditions, and recognizing and accepting the risks, known and unknown, involved with the **Field Trip**, hereby release and will indemnify, defend and hold harmless FCGS, the agents, officers, servants and employees of FCGS, and the leader or leaders of the **Field Trip** (collectively "indemnitees") of and from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, as may be sustained by me, and to any loss, damage, or injury to any property of mine, while involved in any way with **Field Trip** including without limitation traveling to and from the site or sites of the **Field Trip** (Whether by air, water, or land transportation) and at and during all stops and layovers during the **Field Trip**.

This release and indemnity includes without limitation liabilities, claims, demands, actions, and causes of action to or by third parties as well as to or by me. This release and indemnity includes without limitation liabilities, claims, demands, actions and causes of action arising out of or relating to any loss, damage, or injury caused in any way by the concurrent or contributory negligence of any indemnitee. This release and indemnity includes without limitation liabilities, claims, demands, actions and causes of action arising out of or relating to any loss, damage, or injury, including death, as many be sustained by me or any property of mine while involved in any way while attending the **Field Trip**.

In the event the release by me of any indemnitee of any liability, claim, demand, action or cause of action described herein is determined to be invalid or unenforceable, I agree that my total recovery of damages from the indemnitees, or any of them, both actual and punitive, shall be limited to \$100.00 or the cost of admission to the **Field Trip**, whichever is less.

In the event any provision of this Release and Indemnity Agreement is determined to be invalid and unenforceable, all other provisions hereof shall continue to be enforceable and shall be interpreted as though said invalid provision had never been contained herein.

This release shall be binding upon my distributees, heirs, next of kin, executors, administrators, and personal representatives.

IN SIGNING THIS RELEASE AND INDEMNITY AGREEMENT, I HEREBY ACKNOWLEDGE AND REPRESENT THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE AND INDEMNITY AGREEMENT, UNDERSTAND IT, AND I HAVE SIGNED IT VOLUNTARILY. I UNDERSTAND AND AGREE THAT I WOULD NOT BE ALLOWED TO PARTICIPATE IN THE **FIELD TRIP** IF THIS REALISE AND INDEMNITY AGREEMENT WHERE NOT SIGNED AND AGREED TO BY ME, AND THAT THE AGREEMENT BY ME TO THE TERMS AND CONDITIONS OF THIS RELEASE AND INDEMNITY AGREEMENT IS AN ESSENTIAL PART OF THE CONSIDERATION FROM ME FOR ME TO BE ALLOWED TO PARTICIPATE IN THE **FIELD TRIP**.

(Name Printed)

(Signature)