



Student Agreement, including Assumption of Risk, and Agreements of Release and Indemnity

Student Name: _____

Class Name: _____ Date of Class: ___/___/___

Please read this document carefully. It must be signed by all adult students and, if the student is a minor (under 18 years of age in Arizona, whose laws will determine minority), by a parent or court-appointed guardian of the minor. The parent or guardian is referred to below as “Parent”.

In consideration of being allowed to participate in the activities of the Petrified Forest Field Institute, I, an adult student or Parent, for myself and, to the fullest extent allowed by law, on behalf of my minor child, acknowledge and agree as follows:

- 1. Activities and Risks:** The Petrified Forest Field Institute (“PFFI”) is a program of the Petrified Forest Museum Association, a non-profit whose mission is to support Petrified Forest National Park. The activities (classes) of PFFI include day hikes, multi-day backpacking and park research program assistance. These and related activities expose participants to certain hazards, risks and dangers including, but not limited to, the following: traveling in wilderness areas with no defined trails, narrow trails and rough terrain, rock fall, high altitude, desert heat, wild animals and harmful plants, extreme weather conditions including lightning strikes and other forces of nature, and travel by automobile, bus, or other conveyances. PFFI staff, contractors, and students may misjudge hazards and other conditions. Classes are often conducted in remote areas in which travel can create complex emergency situations that have no simple solutions. Many medical incidents may be treated in the field (sprains, blisters, diarrhea, for example), while others may require evacuation of the student to a medical facility, at the student’s expense. Most PFFI backcountry classes are equipped with electronic communication devices for life threatening emergencies, but radios and portable phones can be unreliable depending on terrain, atmospheric conditions, and other variables. Classes that are within a two hour walk or drive to emergency phones do not typically carry their own electronic communication device. PFFI may contract for the services of independent contractors for conducting courses and transportation needs. PFFI is not responsible for how such contractors conduct their services.

PFFI’s instructors will instruct students on safety procedures at the start of and during each class and related activities. The instructors are trained primarily as teachers and interpreters, in furtherance of the educational mission of PFFI. While they receive some training in managing the risks of outdoor environments and activities, not all instructors are professional guides or outfitters. Each student plays an important role in the success of a PFFI class. Good physical conditioning and a positive mental attitude are essential. With only a few exceptions, all overnight classes in the backcountry require that students carry their own gear, sleep outdoors, prepare their own meals, and equip and care for themselves in a variety of conditions. Students must be attentive to what is occurring around them and abide by the recommended safety procedures. Students must thoroughly read all materials provided by PFFI and contact PFFI for further information if needed.

The risks and other circumstances described above are inherent in PFFI activities – that is, they cannot be eliminated without altering the nature of the activity and its value and appeal. The risk of injury, even serious injury or death, is unavoidable in the outdoor environment in which PFFI activities are conducted.

- 2. Assumption of Risks:** I, an adult student or Parent, understand the nature of the activities of PFFI and assume all risks of the activities, inherent or otherwise and whether or not described above. If the student is a minor, Parent has discussed the activities and their risks with him or her and Parent represents that the student understands the activities and their risks, including the fact that certain risks cannot be anticipated, and the student wishes to participate nevertheless.
- 3. Release:** I, an adult student or Parent of a minor student, for myself and, to the fullest extent allowed by law, on behalf of my minor child, hereby voluntarily release the Petrified Forest Museum Association and the Petrified Forest Field Institute and their respective owners, members, officers, directors, agents, and staff including instructors and volunteers (“Released Parties”) from any and all claims, demands or causes of action, which are in any way related to my, or the minor child’s, enrollment or participation in an activity of PFFI, and the use of its premises, equipment, and vehicles. This release includes claims of negligence of a Released Party but not claims of gross negligence or reckless conduct.

4. **Indemnity: I, an adult student or Parent of a minor student, agree further to indemnify (that is defend and protect, and pay or reimburse) the Released Parties and each of them from any claim**, by whomever it might be brought, including the minor child, other students and members of my, or the minor child's, family, arising from my or the child's enrollment or participation in the activities of PFFI and the use of its premises, equipment, and vehicles. This indemnity includes losses suffered by me, or the child, and losses caused by my, or the child's, conduct. It includes claims of negligence of a Released Party but not claims of gross negligence or reckless conduct. Should a Released Party or anyone acting on his or her behalf incur attorney's fees and costs to enforce this agreement or otherwise defend a claim, I agree to indemnify and hold them harmless for and pay or reimburse all such fees and costs to the extent such a claim is withdrawn or relief is not granted on the claim by a court of competent jurisdiction.

5. **Other:**

- a) I represent that my, or the student's, general health is good and I am not, or the child is not, under a doctor's care for any condition that will endanger my, or the student's health, or the health or safety of other students. I authorize the staff of PFFI or its agents to administer or obtain care for me or the child in the event of a medical emergency and to exchange pertinent medical information with the third party care giver. In case of injury, illness, or death, I, or my estate, will bear the cost of all evacuation procedures and medical care. The student has health and/or accident insurance which will cover the cost of reasonable and appropriate health care for any injury or illness he or she may experience while participating in the class or classes identified herein or other related activities.
- b) I hereby agree that any photograph in which I appear may be used by PFFI without compensation to me for purposes of publicity, advertising, or news stories.
- c) I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Arizona, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any dispute between me, or the child, and a Released Party will be governed by the substantive laws of the State of Arizona and any trial of such a dispute will be filed and conducted in Navajo County, Arizona or the next nearest county in which a federal or state court of proper jurisdiction is located.

I have carefully read this Agreement and voluntarily sign it. By signing this agreement, I acknowledge that it will be effective and binding upon me, my family, heirs, next of kin, administrators, executors, representatives, and my estate.

Signature of Adult Student: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Signature of Adult Student: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Further, I, as the undersigned parent or guardian of the minor child or children identified below, for myself and on their behalf, agree that they are, to the maximum extent allowed by law, subject to all the terms and conditions of this agreement as set forth above, including the agreements of assumption of risk, release, and indemnification.

Participating Minor : _____ Date of Birth: ____/____/____

Participating Minor : _____ Date of Birth: ____/____/____

Parent or Guardian Signature: _____ Date: ____/____/____

Print Name: _____ Date of Birth: ____/____/____

Unless otherwise instructed please bring completed form to the first day of class.