

ASSUMPTION OF RISK

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Undersigned person (called **Participant** herein), intends to participate in activities of the **Houston Gem & Mineral Society, Inc. (including any and all Sections thereof) [HGMS herein]**, including, but not limited to, field trips, classes, training, and other activities. Also covered by this **Assumption of Risk of Liability** are the following: all officers, directors, board members, field trip leaders, general membership, personnel and employees of the **HGMS** and all Property Owners, Managers and Agents (*whether individuals or business entities and all officers directors, employees, servants and all other persons connected therewith*) who permit **HGMS**, including the **Participant**, and other participants in any trip or activity, to enter the host property for purposes of seeking, recovering and removal of fossils, minerals, gemstones and/or other natural science item(s). All of the above persons, organizations and business entities are jointly referred to herein as **Provider (singular and/or plural)**. In participating in such activities **Participant**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, understands, contracts, covenants and agrees to the following:

1. Participant has not paid any consideration to **HGMS** or **Provider** for the privilege of entering the property and/or participating in any program [except as set out as exceptions below], nor for learning about and/or going on field trips; participating in the activities of **HGMS**; attending classes; working on committees and/or other **HGMS** programs and functions [EXCEPTION]: 1. membership dues to **HGMS**, which are only for maintenance of the organization, not payment for any of the things included herein; 2. class fees, if any, which are only to pay for instructor and materials; 3. third party charges for special tours, access to places and events and other charges which do not go to **HGMS**; and 4. other charges which are only for fees for materials and charges by others, not to **HGMS**.

HGMS does not sponsor nor provide field trips, but only provides information, directions and in some cases members of **HGMS** may gratuitously provide helpful information to **Participant** to aid the **Participant** in identification of material found on a personal voluntary basis, for the sole benefit of the **Participant**. A member of **HGMS** may provide help by obtaining permission from Land Owners to allow **HGMS** members and **Participant** to go onto the property to dig and hunt minerals, fossils, gemstones and artifacts.

2. Participant **ACKNOWLEDGES AND UNDERSTANDS** that **Participant**, in making field trips and participating in other **HGMS** activities has been and is now made aware, that **Participant** is subject to dangers, which may include, but are not limited to: falls; broken bones; eye injury; bruises; injuries to other various parts of the body; poisonous plants; insect bites and stings; snake bites; sun, wind, cold and wet exposure; exposure to pathogens; illness from things eaten or drunk during participation; problems with: vehicles, motels, eating places and other contacts; financial difficulties; emergencies; loss and/or damage of property, vehicles etc.; drowning, falls, avalanches or other potentially fatal incidents; and other type of dangers, injuries, including permanent and/or fatal injuries to the **Participant** and bystander trauma and damage or loss of **Participant's** property in making a Field Trip or taking part in some other activities in general while in any of the **HGMS** activities or on **Provider** property.

3. Participant **ASSUMES** all risks set out in **Section 2.** above, and all other risks which may not be listed, and acknowledges that **Participant** is making field trips and participating in other- activities with full knowledge of, and with the **ASSUMPTION OF ALL RISKS** of things which could happen to **Participant**. **Participant** herenow Agrees to HOLD HARMLESS **HGMS** and the **Provider (in the broadest term, including all of those listed first above)**, other than intentional harm or injury to the **Participant** or gross negligence. **Participant** agrees to indemnify **HGMS** and/or the **Provider (with specificity to the person or organization which incurs any damage, expense or liability)**, for any sums which the **HGMS** and/or **Provider** incurs, pays or becomes liable for, including, but not limited to any damage award and/or costs of defense, including attorney's fees and costs of suit, arising because of a claim or legal action by the **Participant** and/or some other person making a claim and/or bringing a legal action in behalf of or for the benefit or subrogated right of the **Participant**, or of

themselves, or for any bills incurred by **Participant** for any loss purportedly occasioned by **Participant**, or arising because of things done or omitted to be done by the **Participant**, in the **Participant's** participation in a field trip or other activity. **Participant** is solely responsible for undertaking all protection of the **Participant** and **Participant's** property against such risks, as the **Participant** may deem reasonable and necessary.

4. Participant agrees not to use alcoholic beverages on trips; to use caution in use of fire and only where permitted; and to protect the environment and other people's property and person, in all ways, from any action or omission by **Participant**. **Participant** understands that owners of private property and governmental lands, extend the right to collect on such lands, as a courtesy and benefit extended by the **Provider**, including the **Participant**. In return, the **Participant** accepts the risks and warrant that **Participant** shall not hold the land owner liable or responsible for any loss, injury or damage to such member. **Participant** ratifies, accepts and agrees to this condition in going on private property and/or governmental land as binding on **Participant**.

5. Participant agrees not to violate the laws of any State or of the United States on any field trip or other activity, including, but not limited to agreeing: **a.** not to collect material on private property without the consent of the owner; **b.** not to collect on any governmental land those things which may not be collected without the consent or license by such governmental entity; **c.** to obey any limitation on quantities which may be collected; or **d.** any other violation which **Participant** may not legally do. **Participant** by signing this **Assumption Of Risk** form, hereby assumes all risks which are or could be connected with any trip or other activity of **HGMS**, and this document may be presented in defense of **HGMS** or the **Provider** to show that **HGMS** has diligently attempted to apprise **Participant** of the dangers involved in any trip or activity and hence demonstrate that any incident arising, was with **Participant's** full knowledge and acceptance of the risks in undertaking such trip or activity. **Participant** is a paid member of **HGMS**, or is a visitor, who is a guest of some member of the **HGMS**, entering on this activity only after agreeing to the terms hereof, who has voluntarily participated in the field trip or activity, as set out above, and herenow **AGREES TO ASSUME ALL RISKS AND AGREES TO ALL OTHER TERMS HEREOF** and has read the **HGMS CODE OF CONDUCT** and agreed to comply therewith.

I, the **Participant**, read and write English; have read the foregoing **Assumption Of Risk** form, understood it, and have voluntarily agreed to all the terms thereof. I hereby assume all risks of participation, in any trip or activity of **HGMS** and/or as provided by a **Provider**. having made such decision with my own knowledge and decision to participate upon such understanding and terms.

Date: _____

Signature: _____

Printed name: _____

Signature: _____

Printed name: _____

Address: _____

City, State, Zip _____

Phone: _____ Cell _____

email: _____ Website: _____

Comments: If husband and wife or other couple, both may sign one form and the singular includes the plural in the Assumption of Risk form. If parent and child(ren), the parent is signing as the natural guardian or legal guardian of a child(ren) but give name of Guardian and of child the parent's (Guardian's) signature represents the legal authority to act for the child.