

HOUSTON GEM & MINERAL SOCIETY
ASSUMPTION OF RISK AND RELEASE OF LIABILITY
STATE OF TEXAS
COUNTY OF HARRIS

The undersigned person (*called **Grantee herein***), intends to participate in field trips and other activities of the **Houston Gem & Mineral Society**, including any and all **HGMS Sections** thereof (***HGMS herein***), including, but not limited to, field trips, classes, training, and other activities. Also covered by this **Assumption of Risk and Release of Liability** are the following: all officers, directors, board members, field trip leaders, and general membership of **HGMS**, and all property owners (*whether individuals or business entities and all officers directors, employees, servants and all other persons connected therewith*) who permit the **Grantee** to go upon their property for purposes of seeking and recovering fossils, minerals, and other natural science items. All of the above persons, organizations, and business entities are jointly referred to herein as **Grantor** (*although more than one entity*).

In participating in such activities, **Grantee** understands, covenants, and agrees to the following:

1. **Grantee** has not paid any consideration to **Grantor** for the privilege of assistance by **Grantor** in going on field trips and/or participating in the activities of **Grantor** (*except in classes where there may be a charge for materials and/or where the individual instructor makes a charge—but no charges are made for field trips or for going onto property on field trips*). **Grantor** does not sponsor or provide field trips, but provides only information and directions, and in some cases members of **Grantor** may gratuitously provide expertise to **Grantees** to aid the **Grantee** in the identification of material found on a personal voluntary basis, for the sole benefit of the **Grantee**.
2. **Grantee** ACKNOWLEDGES AND UNDERSTANDS that **Grantee**, in making field trips and participating in other **GRANTOR** activities, has been made aware that **Grantee** is subject to certain 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 exposure; exposure to pathogens; injuries from falling rocks; illness from things eaten or drunk on the trip; problems with vehicles, motels, restaurants and other eating places; financial difficulties and/or emergencies; loss of property; damage to property including vehicles; drowning or other potentially fatal incidents; and other type of dangers to a person or their property in making a Field Trip or in taking part in some other activities.**

Grantee ASSUMES all risks set out in **Section 2.** above and other risks that may not be listed, and also acknowledges that **Grantee** is making field trips and is participating in other activities with full knowledge of and with the **ASSUMPTION OF ALL RISKS** of things that could happen to **Grantee**. **Grantee** here now Agrees to HOLD HARMLESS the **Grantor**, the trip leaders, and all fellow members of **Grantor** and other participants on the field trip or activity (*jointly called **Grantor Group hereafter***), other than for any intentional harm or injury to the **Grantee** or gross negligence. **Grantee** agrees to indemnify the **Grantor Group** and/or any of the just-named persons or entities, for any sums which the **Grantor Group** or persons involved with the **Grantor Group** have to pay or expend, including 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 **Grantee** 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 **Grantee**, or of themselves, or for any bills incurred by **Grantee** for any loss purportedly occasioned by **Grantee**, in the **Grantee's** participation in a field trip or other activity. **Grantee** is solely responsible for undertaking all protection of the **Grantee** and **Grantee's** property against such risks, as the **Grantee** may deem reasonable and necessary.

- 3. **Grantee** 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 not to collect material on private property without the consent of the owner, and not to collect on any governmental land those things which may not be collected without the consent or license by such governmental entity, including obeying any limitation on quantities that may be collected. **Grantee** here now RELEASES, now and forever, **Grantor** from every known or unknown thing which may or might happen on such field trips or any portion thereof, or other activity, from any type of liability or damages.

- 4. **Grantee** agrees not to use alcoholic beverages on trips; to use caution in use of fire where permitted; and to protect the environment and other people's property and person, in all ways, from any action or omission by **Grantee**. **Grantee** understands that being allowed to go on private property is a courtesy and benefit extended to the **Group**, including the **Grantee**, and that part of the consideration extended to property owners is the protection that none of the **Group**, including the **Grantee**, will take any legal action against the property owner. **Grantee** ratifies, accepts, and agrees to this condition in going on private property.

- 5. **Grantee** is either a paid member of **Grantor** or is a visitor who is a guest of some member of **Grantor**, and **Grantee** has participated voluntarily in such field trip or activity as set out above, and has agreed to assume all risks, and has agreed to all other terms hereof.

I, the **Grantee**, have read the foregoing **Assumption of Risk and Release of Liability**, understood it, and agreed to the terms thereof.

Date: _____

Signature _____

Printed name _____

Address: _____

City, State, Zip _____

Phone(s): (____) _____ Cell (____) _____

E-mail: _____

Comments: _____

