

FOUNDATION OF CALIFORNIA STATE UNIVERSITY MONTEREY BAY,
CALIFORNIA STATE UNIVERSITY MONTEREY BAY,
AND
THE DIOCESE OF MONTEREY,
INCLUDING THE MISSIONS OF SAN CARLOS BORROMEIO DEL RIO CARMELO AND SAN JUAN BAUTISTA

WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

1. In consideration of being allowed to participate in lab and field archaeology projects undertaken under the auspices of the CSU Monterey Bay Institute for Archaeology, including but not limited to SBS 224s/324s (Archaeology: From Map to Museum), SBS 260s/360s (Archaeology of a California Mission), or other related or adjunct lab and field efforts and investigations as noted, Activities include, but are not limited to archaeological field survey, excavation, specimens processing, travel to and from affected site, and any and all corollary procedures. Activities are generally conducted on or during, or subsequent to, class or project related lab and field days undertaken during the regular academic term or year (generally on Fridays, Saturdays, and other days as needed for the completion of student projects or class requirements).

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE STATE OF CALIFORNIA; THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY; CALIFORNIA STATE UNIVERSITY, MONTEREY BAY; FOUNDATION OF CALIFORNIA STATE UNIVERSITY MONTEREY BAY, AND THEIR OFFICERS AND EMPLOYEES, AND OR THE DIOCESE OF MONTEREY; THE SAN CARLOS BASILICA (CARMEL MISSION) AND PARISH, AND OR MISSION SAN JUAN BAUTISTA AND PARISH, AND OR THEIR OFFICERS AND EMPLOYEES (herein after collectively referred to as the "RELEASEES") from any and all liabilities, claims, demands, actions, and causes of action whatsoever arising out of or related to an loss, damage, or injury, including death, that may be sustained by minor, or to any property belonging to me or minor, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of risks and hazards connected with the activity of lab and field archaeology project activities and investigations, including but not limited to archaeological excavation, lab analysis and study, and corollary activities pertaining to stone tool analysis and production, or modern material culture studies as assigned or selected by virtue of student project interests, the risk of which include but are not limited to the use and handling of excavation tools, including but not limited to shovels, trowels, hand picks, etc; and those potential hazards identified with excavation activity and the handling of archaeological remains, including ceramic and glass shards, nails, and construction debris; proximity to areas that may pose hazards including open excavation pits or trenches, and or unstable architectural features, etc., and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to participant and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by participant, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release, and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver and Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of California.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability Indemnification and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. As parent/guardian, I certify that he/she is in excellent health and has no physical, mental or emotional problems that are likely to prevent participation in strenuous physical activity. I give permission for participant to be medically treated for illness occurring or injury sustained during such participation and certify that he/she is covered by medical insurance.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 200_____.

WITNESSES: _____

Signature of participant (and parent, if participant under 18 years of age)

Instructor/Witness Signature

Name of participant (type or print)

Witness Signature

Address

City, State, Zip

Phone