

THE RENO GEM AND MINERAL SOCIETY, INCORPORATED

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

In consideration for my participation in using the facilities and equipment at the Lapidary Shop operated by and/or participating in any excursion (collectively, the “Activity”) organized, hosted or with the assistance of THE RENO GEM AND MINERAL SOCIETY, INCORPORATED, a nonprofit organization, and/or its officers, directors, employees, affiliates, agents, contractors, and other persons associated therewith (collectively, “RGMS”), **I HEREBY VOLUNTARILY AGREE** to the following:

- 1) **I AGREE** to pay attention and maintain control at all times, observe and obey all rules, regulations and warnings which may be in effect at the time of the Activity or given by RGMS, including the Lapidary Shop General Rules, and follow and abide by any verbal and/or written instructions or directions given by RGMS about the Activity, if any.
- 2) **I UNDERSTAND THAT THE ACTIVITY CAN BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND EVEN DEATH.** I further understand that there are inherent risks associated with the Activity, specifically with participating in any field trip, both known and unknown, including, but not limited to, inclement and drastic weather changes; hiking; walking; running; equipment failure; slipping, tripping, and falling; uneven terrain; fatigue; exhaustion; dehydration; limited access to and/or delay of medical attention; negligence of others; etc., which may result in physical, mental and/or emotional distress from exposure to any of the foregoing; broken bones; sprains; joint injuries; and/or other injuries and/or losses, including, but not limited to, serious bodily injury or even death. **I expressly assume any and all risk of injury, property damage, and/or death associated with my participation in the Activity.**
- 3) I ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF RGMS. RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF THE ACTIVITY AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 4) **I FULLY RELEASE** RGMS and its subsidiaries, sponsors, promotors, affiliates, agents, officers, directors, employees, contractors, and/or assigns from liability and agree not to sue RGMS for any and all claims and/or causes of action arising from my participation in the Activity, even if said claims and/or causes of action arise from RGMS’s alleged negligence. **I FURTHER AGREE TO RELEASE** RGMS from any and all liability arising out of my use of, or presence at, any facility or property used by RGMS for the Activity, whether caused by the fault of myself, RGMS, or third-parties.
- 5) **I AGREE** that RGMS may take and/or use photographs, videos, audio, and/or likenesses of me and/or my property, for trade, advertising, marketing, promotions, internet use, and/or any other purpose, print, digital or otherwise, without restriction or my approval. I hereby release RGMS from any claim and/or liability relating to RGMS’s right to take, use, alter, and/or composite said photographs, videos, audio, and/or likenesses. **I UNDERSTAND AND AGREE** that I will not receive any compensation, credit, and/or recognition for RGMS’s use of such photographs, videos, audio, and/or likenesses.
- 6) **I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND** RGMS against all claims, causes of action, damages, judgments, cost and/or expense, including attorney’s fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by RGMS. **I AGREE** that the venue for any legal or equitable claim that may arise from my participation in the Activity shall be the State of Nevada, County of Washoe, City of Reno.
- 7) **I AGREE** that RGMS may call for medical care for me and may transport me to a medical facility or hospital if, in its sole opinion, medical attention is needed. In such an event, **I AGREE** to pay all costs associated with such medical care and/or transportation.
- 8) This Agreement contains the entire agreement between the parties concerning the subject matter herein, and supersedes any prior written and/or oral agreement. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. This Agreement shall stay in full force and effect following the completion of my participation in the Activity, and this Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successors in interest of each party.
- 9) This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles.

- 10) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 11) If any dispute between the parties arises from or related to this Release, the prevailing party to the dispute shall be entitled to recover their reasonable attorneys' fees and costs, in addition to any other relief deemed proper.
- 12) Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RGMS FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

Signed:

Printed Name:

(referred to herein as "I," "me," or "my")

Date: _____

GUARDIAN CONSENT

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this RELEASE OF LIABILITY AND WAIVER OF CLAIMS.

Signed:

Printed Name of Parent or Legal Guardian:

Date: _____