

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,  
AND INDEMNIFICATION AGREEMENT**

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") must be completed in order to participate and volunteer in the activities associated with the Utah Cultural Site Stewardship Program ("Program"). The Program is provided by the Utah State Historical Preservation Office in the Utah Division of State History (SHPO).

I am either the Participant named below or the parent and/or the legal guardian of the minor Participant named below. I am familiar with the Program and the Program activities. I understand that participation in the Program may include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program, which may expose the participant to illness, injury, or death. Participant or parent/guardian freely and voluntarily participates or allows participation in the Program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

Participant or parent/guardian of the Participant further understands and acknowledges that the Utah Historic Preservation Office (SHPO), the Utah Division of State History, the Utah Department of Heritage & Arts, the State of Utah, and other state and federal agencies on whose land Program activities may occur are not an insurer of Participant's behavior, actions or participation in the program, and therefore assume no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program activities.

Participant or parent/guardian of the Participant hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the Utah Historic Preservation Office (SHPO), the Utah Division of State History, the Utah Department of Heritage & Arts, the State of Utah, and other state and federal agencies on whose land Program activities may occur, and all of their officers, employees and agents from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the Program.

Participant or parent/guardian of the Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law. Participant does not have any medical conditions that would prevent participation in the Program. Participant has adequate health insurance to cover the costs of treatment in the event of any injury. Participant shall pay any attorney fees or costs incurred by SHPO in enforcing this Agreement.

I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I fully understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Participant (print full name): \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

OR

I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I fully understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of the Participant.

Participant (print full name): \_\_\_\_\_

Legal Guardian of Participant (print full name): \_\_\_\_\_

Signature of Legal Guardian and/or Parent of Participant

\_\_\_\_\_

Date \_\_\_\_\_

### **Participant's Insurance Information**

Insurance Carrier \_\_\_\_\_

Insurance I.D. number (Group Number) \_\_\_\_\_

Insurance Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Insurance Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# HAZARDS ANALYSIS FOR UCSS

<p><b>Environmental Hazards</b>            Heat: Sunburns, Dehydration            Cold: exposure, numbness            Elevation: Sickness, dizziness, lethargy            Insects: Mosquitoes, spiders gnat bites            Animal: Snakes, rodents, dogs, other big and small game</p>	<p><b>Environmental Precaution/Response</b>            Heat: Sunscreen, Water, peer review            Cold: Protective clothing            Elevation: Be aware of elevation            Insects: Insect repellent, bite remedy            Animal: Situational awareness, avoid animals and do not disturb nests or habitations</p>
<p><b>Human Hazards</b>            Personal Safety: Tripping, cutting            Public Interaction: Stranger danger            Looting/Vandalism: Digging, metal detecting            Illegal Activity: Drugs, firearms, alcohol</p>	<p><b>Human Precaution/Response</b>            Personal Safety: Situational awareness            Public Interaction: Safe &amp; respectful            Looting/Vandalism: No engagement, passive description            Illegal activity: Exit situation and leave</p>
<p><b>Equipment Hazards</b>            Electrocutation: Battery powered            Blunt Trauma: Dropping/hitting body            Abandoned equipment: Mineshafts, nails, barbed wire</p>	<p><b>Equipment Precaution/Response</b>            Electrocutation: Situational awareness            Blunt Trauma: Careful handling of tools            Abandoned equipment: Situational, be aware of surroundings</p>
<p><b>Medical Hazards</b>            First Aid: Cuts, breaks, lacerations            Allergies: Reactions            Poison/Chemicals: Abandoned, aerosol</p>	<p><b>Medical Precaution/Response</b>            First Aid: Simple dressing, Wearing personal protective equipment (gloves)            Allergies: Immediate removal            Poisons/Chemicals: Immediate removal</p>