

CAHS's COLORADO AVIATION ARCHAEOLOGY
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Field Activity: _____ Location: _____
or
Class Activity: _____ Location: _____

Waiver: In consideration of being permitted to participate in any way in the above activity from (date) _____ to (date) _____ .

Hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue**, the Colorado Aviation Historical Society, its officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Signature of Participant & Date

Signature of Parent/Guardian of Minor & Date

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Colorado Aviation Historical Society HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of United States and the State of _____ and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant & Date