

# Activity Release and Waiver Agreement

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby generally and forever release and discharge, and agree not to sue the University of Arkansas (UA), the Arkansas Archeological Survey (ARAS), and their respective officers, employees and agents, in their official and individual capacities, or any other event sponsors, (collectively, the "Released Parties"), from and against any and all manner of claims, causes of action, or liability which I may have now or at any time in the future which may arise out of or relate to any injury, accident, loss, damage or harm of any kind, including death, which may result or may happen to me while I am voluntarily participating in ARAS hands-on activity demonstrations, including but not limited to any injury, accident, loss, damage or harm of any nature which may result from the negligence of the UA, its officers, employees and/or agents.

\_\_\_\_\_ (Please initial)

I understand that individuals attending educational outreach events sponsored by the ARAS have opportunities to participate in hands-on activity demonstrations including, but not limited to:

- Making stone tools
- Handling replicated tools and weapons
- Hurling darts using throwing sticks
- Shooting small darts using blow-guns

I acknowledge that all such demonstrations carry risks of serious physical injury, including, but not limited to, loss of eyesight, damage to internal organs, cuts, scrapes and abrasions, and the possibility of death.

\_\_\_\_\_ (Please initial)

I assume all risks inherent in the ARAS hands-on activity demonstrations and have notice of all the risks inherent in these demonstrations. \_\_\_\_\_ (Please initial)

I understand and assume sole responsibility for any and all medical or health conditions or injuries or harm that may result from my voluntary participation in the demonstrations. \_\_\_\_\_ (Please initial)

I will follow and abide by all instructions or guidelines provided by the persons operating the demonstrations. \_\_\_\_\_ (Please initial)

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY SHALL BE BINDING UPON MY SURVIVORS, HEIRS, SUCCESSORS, AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, AND I SIGN IT OF MY OWN FREE WILL. \_\_\_\_\_ (Please initial)

**Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Name (print) of parent/guardian of minor:** \_\_\_\_\_

**Parent/guardian Signature:** \_\_\_\_\_