

CLASS DATE(s) _____

UNIVERSITY OF ARIZONA
And
ARIZONA STATE MINE INSPECTOR
SAN XAVIER MINING LABORATORY (SXML)

ASSUMPTION OF RISK AND RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS -- READ AND UNDERSTAND BEFORE SIGNING.

Name of SXML Site Visitor (print): _____ Date of Birth: _____
(If site visitor is under 18 years of age, a parent or legal guardian must also read, sign and have this form notarized.)

Responsible Person for SXML Site Visit (print): _____

Project/Group/Class Name (the "Program"): _____

I hereby agree as follows:

- 1 **Risks of Participation.** I fully recognize that there are dangers and risks to which I may be exposed by participating in the Program. More specifically, I acknowledge and accept the following risks:
 - A. I understand that the SXML is a restricted access mining facility consisting of underground and aboveground facilities. Visitors to the SXML may encounter a variety of hazards including, but not limited to: uneven surfaces, low ceilings, heavy equipment, vehicles, electrical hazards, explosives, high noise levels, falling or shifting rock, impaired breathing air, chemical fumes, and wildlife including potentially rabid animals and venomous reptiles.
 - B. I accept full responsibility for any injuries or illness that I may sustain in the course of SXML activities. I understand that the State of Arizona, Arizona State Mine Inspector and University of Arizona and its governing board, officers, employees, and agents (collectively the "University") do not require me to visit the SXML, but I want to do so, despite the possible dangers and risks and despite this Release. I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with my visit to the SXML.

2 **Health & Safety.**

I understand and agree that the State of Arizona, Arizona State Mine Inspector and University does not have medical personnel available at SXML. I understand and agree that the State of Arizona, Arizona State Mine Inspector and University is granted permission to authorize emergency medical treatment, if necessary, and that such action by the State of Arizona, Arizona State Mine Inspector and University shall be subject to the terms of this Agreement. I understand and agree that the State of Arizona, Arizona State Mine Inspector and University assumes no responsibility for any injury, damage or cost which might arise out of or in connection with such authorized emergency medical treatment.

I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in site activities at the SXML. I have arranged, through medical insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program.

I understand that neither the State of Arizona, Arizona State Mine Inspector and University nor the Facility is obligated to provide transportation in connection with site visits to SXML. I understand that I am expected to carry my own automobile liability insurance coverage.

3. Standards of Conduct.

I will comply with the University's rules, standards, usage policies, and instructions for visiting the SXML. I waive and release all claims against the State of Arizona, Arizona State Mine Inspector and University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

4. Assumption of Risk, Covenant Not To Sue, and Release of Claims.

Knowing the risks described above, and in consideration of being permitted to visit and participate in activities at the SXML, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation. To the maximum extent permitted by law, I release, indemnify, and covenant not to sue the State of Arizona, Arizona State Mine Inspector and University from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my site visit and participation in activities at the SXML.

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall be governed by the laws of the state of Arizona, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

SIGNATURE OF SXML VISITOR	DATE
SIGNATURE OF PARENT/GUARDIAN (if Visitor is under age 18)	DATE

EMERGENCY CONTACT INFORMATION

NAME/PARENT/GUARDIAN/OTHER:	RELATIONSHIP:
TELEPHONE #	
ADDRESS:	
EMPLOYER/CONTACT NAME/PHONE # & ADDRESS:	
Are you taking this class as part of your employment? Yes () No ()	