

**TOPAZ MUSEUM ADULT & PARENTAL CONSENT,
ASSUMPTION OF RISK, AND RELEASE WAIVER OF LIABILITY AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission for myself and the minor(s) listed below (“Minor(s)”) to be at the site historically known as the “Topaz Relocation Center” (“the **Site**”) and owned by the Topaz Museum (“the **Museum**”) in Delta, Utah I, for myself, my successor, heirs, assigns, executors, and administrators, and as applicable, as the parent/guardian of the Minor(s) on behalf of the Minor(s):

1. ACKNOWLEDGE THAT I AM FULLY AWARE THAT THE SITE CONTAINS POTENTIALLY HAZARDOUS CONDITIONS THAT POTENTIALLY COULD INVOLVE ECONOMIC LOSSES, SERIOUS INJURY OR EVEN DEATH, WHICH MAY RESULT NOT ONLY FROM MY OR THE MINOR(S)’S OWN ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, THE MUSEUM, OR THE CONDITION OF THE SITE. SITE CONDITIONS THAT ARE POTENTIALLY DANGEROUS INCLUDE, WITHOUT LIMITATION, UNPAVED AND/OR UNEVEN SURFACES, NATURAL OR MAN-MADE OBJECTS SUCH AS SEWER SYSTEM MANHOLES (BOTH OPEN AND COVERED), ROCKS, PLANTS, NAILS, BOARDS, EQUIPMENT, BARBED WIRE, OR OTHER SHARP OR POINTY DEBRIS THAT COULD, FOR EXAMPLE, POSE TRIP, FALL, SCRAPE, CUT, OR PUNCTURE HAZARDS, AND WILDLIFE SUCH AS SNAKES AND SCORPIONS. I AM FURTHER AWARE THAT I MUST EXERCISE DUE CARE FOR MYSELF AND THE MINOR(S) WHEN AT THE SITE. I ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY TO MYSELF AND/OR THE MINOR(S) THAT MAY RESULT FROM BEING AT THE SITE AND AGREE TO PAY FOR ALL SUCH RESULTING MEDICAL AND HOSPITAL BILLS, DAMAGES AND LIABILITY.
2. Release, waive, discharge and relinquish **the Topaz Museum, and its officers, members, directors, insurers, lenders, employees, contractors and agents (“the Releasees”)** from any and all liability, loss, damage, claim, demand or cause of action brought in whole or in part against them attributable to my or the Minor(s)’s being at the Site, whether same shall arise by their negligence or otherwise;
3. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death for or on behalf of myself or the Minor(s) against the Releasees attributable to my or the Minor(s)’s being at the Site;
4. Warrant that I am in good health and the Minor(s) is (are) in good health and have no physical condition that would prevent me or the Minor(s) from entering or moving about the Site;
5. Agree to defend, indemnify, and hold harmless the Releasees from any and all claims, including attorneys’ fees and costs, which may be brought against them, or any of them, or any of their respective officers, members, directors, insurers, employees, contractors or agents by anyone claiming to have been injured as a result of my and/or the Minor(s)’s being at the Site.

IMPORTANT:

THIS DOCUMENT RELIEVES **THE RELEASEES**, AND OTHERS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.

BY SIGNING FOR A MINOR, I CERTIFY THAT I AM A PARENT OR LEGALLY RECOGNIZED GUARDIAN AUTHORIZED TO SIGN ON BEHALF OF THE MINOR(S) LISTED BELOW.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY. I AM AWARE OF THE RISKS INVOLVED IN MY AND/OR THE MINOR(S) BEING AT THE SITE.

PRINTED NAME (Parent/Guardian): _____

SIGNATURE: _____

DATE: _____

PRINTED NAMES OF MINORS:

Address: _____

Email: _____ Phone: _____