

## Member Release and Waiver of Liability

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This is a Legal document that affects your legal rights. Please read carefully.

This Release and Waiver of Liability (the "release") is executed on this (date), \_\_\_\_\_ by (name) \_\_\_\_\_, in favor of the Houston Archeological Society, a Texas non-profit corporation, (hereinafter referred to as "HAS"), its directors, officers, employees, representatives, agents, successors, heirs, and assigns, and that I desire to participate as a volunteer for the HAS and engage in the activities released to being a member of the Society. I understand that the activities may include archeological field and lab work as well as site maintenance duties.

- I do hereby freely, voluntarily and without duress execute this Release under the following terms:

- 1. Waiver and Release.** I do hereby release and forever discharge and hold harmless the HAS, its directors, officers, employees, representatives, agents, successors, heirs, and assigns from any and all liability, claims and demands of any kind or nature, either in law or in equity, which arise or may heretofore arise from the negligence of my performance while participating under the HAS or its directors, officers, employees, representatives, agents, successors, heirs, and assigns.
- 2. Assumption of the Risk.** I understand that as a member of the HAS, field activities may involve hazards that include but are not limited to—exposure to poisonous and/or dangerous flora and/or fauna and extreme environmental conditions during surveying, testing, excavating and/or clearing of sites, which may require the use of hand and power tools. I understand that as a HAS member, I will participate in a careful, prudent manner, avoiding careless and reckless behavior. I will not have in my possession or bring to any HAS projects or associated HAS field projects any alcohol, drugs or weapons. I agree to follow the instructions of the authorized HAS Field Director and/or Crew Chief(s). Violation of Section 2, Assumptions of the Risk, shall be grounds for the President, Board and/or HAS Field Director to have me removed from the HAS or site and to have my participation in future field activities as a member withdrawn.

I hereby release, agree to hold harmless and indemnify HAS, its directors, officers, employees, representatives, agents, successors, heirs, and assigns from any and all liability for damage and/or injury to me or to any other person or property resulting from its directors, officers, employees, representatives, agents, successors, heirs, and assigns, including subcontractors. I accept full responsibility for any and all such damage and/or injury, which may result from or during my work with the HAS.

- 3. Insurance.** I understand that, except as otherwise agreed to by HAS in writing; HAS does not carry or maintain health, medical or disability insurance coverage for any member and that each member is expected and encouraged to obtain his/her own medical health insurance coverage.
- 4. Photographic Release.** I approve the use by the HAS, its directors, officers, employees, representatives, agents, successors, heirs, and assigns and other sponsoring organizations of any photographs of me or members of my family taken by HAS or HAS sponsor photographers during scheduled HAS activities for use in publications or publicity and promotional projects as deemed appropriate.

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5. **Publication.** I acknowledge that all information obtained by me during my participation in HAS activities, including any cultural remains, samples, reports, drawings, plans, maps, summaries, written material, measurements, locations, photographs, video, analysis, or other such related information is the exclusive property of the HAS or its directors, officers, employees, representatives, agents, successors, heirs, and assigns. I fully acknowledge that I may not cause to be published or reported, either orally or in writing, any of the above described information to any third persons without obtaining the express written consent of the HAS or its directors, officers, employees, representatives, agents, successors, heirs, and assigns. I agree to be fully bound by the laws of the State of Texas in the event of any unauthorized publication of those materials initiated by me.
6. **Section 4 Objections.** I/We \_\_\_\_\_  
object to all or part of Section 4, Photographic Release. As voluntary participant(s) in HAS activities, I/We give permission for the HAS to take and use photographs for the purposes of promoting the HAS that include (check all that apply) myself \_\_\_\_\_, my family \_\_\_\_\_ and/or my/our children \_\_\_\_\_.

Signature \_\_\_\_\_ Date \_\_\_\_\_

HAS Witness \_\_\_\_\_ Date \_\_\_\_\_