

PARTICIPATION AGREEMENT FOR FIELD WORK AND TRAINING

If you are a minor you must have this agreement signed by a parent or legal guardian.

I, _____ hereby volunteer to participate in archaeological projects or archaeological training conducted by the Institute of Maritime History (IMH). In consideration of being allowed to participate I hereby agree as follows:

1. IMH projects are entirely voluntary. I will not be paid or reimbursed for services or expenses.
2. I will treat all shipwrecks and other historic underwater sites encountered in this field work or training, and all artifacts and information pertaining to them, as archaeological resources of the state where they lie.
3. I will not disclose the existence, location, or nature of any such site to anyone except the State Historic Preservation Officer, his or her agents or designees, and IMH participants.
4. I will not excavate or disturb any such site, and will not remove or receive any artifact from any such site, except as directed and supervised by the SHPO or his or her agent or designee.
5. I will not record the location of any such site in writing or electronic memory. I will not bring a personal GPS unit or other device onto a project or site unless specifically requested for project purposes. If I record such information or bring or use any such device I will erase the location and other site data when requested to do so.
6. I will not violate any federal or state law regarding the treatment of submerged historic resources. I will report to the State Historic Preservation Officer any illegal excavation, disturbance, or removal of artifacts from any such site which I observe or learn about.
7. I may terminate my participation in IMH at any time, but my agreement not to disclose or disturb any such site will remain in effect and fully enforceable even after my participation ends.
8. I recognize, accept, and agree that any act which violates this Agreement may cause significant or irreparable harm to the affected site(s), to the state, and to IMH; and that such an act may be grounds for exclusion from IMH projects and training, and may entail serious civil or criminal liabilities under federal or state law.
9. I knowingly and voluntarily assume all risks of injury or loss to person, life, or property that I may suffer in connection with IMH activities and in travel to or from such activities. I voluntarily and forever waive, discharge, and release all claims of injury or loss to person, life, or property against IMH, the other project participants, and the state.
10. If diving, I warrant and represent that I have been well trained and am proficient and capable in diving; that I understand the dangers and voluntarily assume the risks of archaeological diving generally and of the specific diving activities in which I choose to participate; that I possess the knowledge and experience to fully assess those dangers and risks, and that I possess the training and skills needed to conduct those diving activities safely. I understand that I may decline to join in any dive or any project activity, at any time, for any reason or for no reason.
11. I make the foregoing agreements, affirmations, warranties, and representations in order to induce IMH and other participants to allow me to participate. I will indemnify, hold harmless, and defend IMH, all other project participants, and the state from any and every claim arising out of my participation.
12. This Agreement shall apply to and bind me, my estate, heirs, executors, personal representatives, beneficiaries, attorneys, agents, underwriters, and all others who may have any derivative claim for recovery on my behalf.
13. I have read this agreement. I understand it includes an assumption of risk and a waiver of liability and has other legal effects. I understand this agreement, and I will be bound by its contents.

AGREED: Signature: _____ Date: _____

ACCEPTED BY IMH: Initials: _____ Date: _____