



## ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.

### ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT

The **Association of Universities for Research in Astronomy, Inc. (“AURA”)** operates and manages NSF’s NOIRLab, on behalf of the U.S. National Science Foundation (NSF), which consists of the NSF Kitt Peak National Observatory, the International Gemini Observatory, the NSF Cerro Tololo Inter-American Observatory and the NSF–DOE Vera C. Rubin Observatory.

The **Undersigned and/or one or more of the Undersigned’s children (under the age of 18)** desire(s) to visit one of the AURA managed Observatories mentioned above (hereinafter “AURA Site”).

In consideration of the Undersigned and/or one or more of the Undersigned’s children (under the age of 18) being granted the opportunity to visit an AURA Site, the Undersigned agrees on behalf of themselves and/or one or more of their children (who will be visiting the AURA Site) to the following:

#### 1. Visitors visit an AURA Site at their own risk.

- A. All visitors enter, stay at or travel to and from an AURA Site at their own risk. AURA does not accept any liability for visitors to any of the summit facilities with respect to the potential adverse effects of altitude or for any adverse effects from the administration of oxygen or care given, if required.
- B. The Undersigned has been advised that visitors to the telescopes may suffer headaches, tiredness, irritability, insomnia, reduced intellectual capacity, impaired exercise tolerance, and possibly vomiting. It is also possible to develop one of the more severe mountain sicknesses, pulmonary or cerebral edema, both of which can be fatal. The altitude may also aggravate pre-existing disease, particularly heart and respiratory diseases.
- C. It has also been recommended that, if the Undersigned or one or more of the Undersigned’s children have a pre-existing condition which could be affected by altitude, that the Undersigned bring this to the attention of AURA so that AURA is better able to assist the Undersigned and/or the Undersigned’s child/children in case of a medical emergency.
- D. The Undersigned understands the potential hazards and the possible harmful effects of the altitude. The Undersigned confirms that to the best of their knowledge that they and/or their children visiting the AURA Site do not suffer from any illness which would render their stay in the specific conditions of the Observatory (altitude, atmospheric conditions) hazardous.
- E. In the case of an accident or sudden illness, and if the Undersigned is not able to make a decision for themselves and/or on behalf of one or more of their children, the Undersigned authorizes AURA, the Director of the Observatory or others to whom the Undersigned has delegated this authority to take all required emergency measures as possible — after consultation with appropriate medical services.
- F. The Undersigned on behalf of their themselves and/or one or more of their children agrees to:
  - (i) follow the directions of any host, site personnel, (ii) conduct themselves in a safe manner, (iii) observe safety requirements at all times during the visit or activity, and (iv) immediately advise the host or site personnel of any adverse effects experienced at high-altitude.

#### 2. Visitor Property.

- A. All property belonging to the Undersigned or any of the Undersigned’s children shall be their own responsibility. AURA does not accept any liability in this respect. In particular, AURA shall not be responsible for providing safety and security to prevent any loss or theft of any personal belongings/property owned by the Undersigned and/or the Undersigned’s children. Except in



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cases of gross negligence or misconduct, AURA and its staff accept no liability for any personal damage or loss of or damage to property of the visitor, including consequential or punitive damages, loss of profit or business or indirect losses of any kind.

### **3. Visitor Insurance.**

- A. The Undersigned shall make sure to have appropriate insurance coverage in place, in particular health insurance coverage, covering the Undersigned's and/or the Undersigned's children's visit to the AURA Site and the travel to and from an AURA site.

### **4. Harassment.**

- A. AURA will not tolerate sexual harassment perpetrated by visitors to its centers and facilities and prohibits any form of illegal harassment of any individual because of race, religion, color, gender, age, national origin, disability, marital status, veteran status, sexual orientation, gender identity or expression, or any other protected class. AURA also strictly prohibits bullying. Bullying is generally defined as unwelcome or unreasonable behavior that demeans, intimidates, humiliates, or sabotages the work of people, either as individuals or as a group.

### **5. Release, Covenant not to Sue and Hold Harmless and Indemnity.**

- A. The Undersigned, for themselves and/or on behalf of their children visiting the AURA Site as well as for their respective heirs, executors, administrators, assigns, or personal representatives, does hereby forever release and forever discharge, AURA, its officers, directors, managers, members, employees, agents, attorneys, staff, volunteers, contractors, heirs, representatives, predecessors, successors and assigns, and all other persons acting by, through or in concert with any of them (collectively, "Released Parties") from and against any and all claims, damages, liabilities, losses, demands judgments, awards, costs and expenses, including attorneys' fees (collectively, "Claims"), of any kind whatsoever, whether at law or in equity arising out of, connected with or related to the Undersigned's and/or the Undersigned's children's visit to the AURA Site or participation in any activity at the AURA Site, including traveling to and from the activity; provided however, that this does not extend to claims due to the gross negligence, willful misconduct or a violation of law by any of the Released Parties.
- B. The Undersigned does hereby further release and forever discharge all Released Parties from Claims of any kind whatsoever, whether at law or in equity arising out of, connected with or related to the provision of any first aid or medical treatment to the Undersigned and/or to the Undersigned's children including but not limited to Oxygen therapy or service rendered in connection with participation in the activity; provided however, that this does not extend to claims due to the gross negligence, willful misconduct or a violation of law by any of the Released Parties.
- C. The Undersigned for themselves and/or on behalf of their children visiting the AURA Site promises not to sue the Released Parties for any Claims.
- D. The Undersigned does hereby agree to indemnify and hold harmless the Released Parties from and against any and all Claims of any kind whatsoever, whether at law or in equity arising out of, connected with or related to the Undersigned's and/or the Undersigned's children's visit to the AURA Site or participation in any activity at the AURA Site, including traveling to and from the activity and the provision of any first aid or medical treatment; provided however, that this does not extend to claims due to the gross negligence, willful misconduct or a violation of law by any of the Released Parties.
- E. By accepting this release of liability, covenant not to sue and hold harmless and indemnification, the Undersigned agrees that the Undersigned is aware of the risks associated



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with traveling to and from the AURA/NOIRLab's facilities, as well as participating in any activity there upon, which may include, but are not limited to, property damage, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. The Undersigned understands that these injuries or outcomes may arise from the Undersigned's or the Undersigned's children's or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, the Undersigned assumes all related risks, both known and unknown to the Undersigned, arising out of or relating to the Undersigned's or the Undersigned's children's participation in the activity, including travel to, from and during the visit or activity.

### **6. Severability**

In the event that any provision contained within this Agreement shall be deemed to be invalid, unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

### **7. Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State, Province or Country where the visit took place.

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

Printed Name:

\_\_\_\_\_

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