



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

### WAIVER AND RELEASE OF LIABILITY

1. All visitors enter, stay at or travel to and from an AURA site **at their own risk**. Except in 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.
2. I accept that **AURA shall not be held responsible** for any adverse effects to me resulting from my visit to an AURA Observatory. I further release all Released Parties from any and all Claims on account of any first aid or medical treatment including but not limited to Oxygen therapy or service rendered in connection with my participation in the activity. 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.
3. All visitors shall agree to **hold AURA and its staff harmless from and to indemnify them against any and all liability**, loss, claim for injury or damages, and expenses, including court costs and reasonable legal fees, resulting from or caused by the visit or any breach or infringement of the rules applicable to the site by the visitor.
4. All the visitors' material, equipment and other property is **under their own responsibility**. AURA does not accept any liability in this respect. In particular, AURA is not responsible for providing safety and security to prevent any loss or theft of any personal belongings of the visitors' material, equipment or property.
5. Visitors shall make sure to have appropriate **insurance coverage** in place, in particular health insurance coverage, covering their visit and the travel to and from an AURA site.
6. AURA prohibits sexual harassment, and 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, perpetrated by visitors to its centers and facilities. 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.

In the case of an accident or sudden illness, and if I am not able to make a decision myself, I authorize the Director of the Observatory or the person to whom he has delegated this authority to take all required emergency measures as possible — after consultation with appropriate medical services. 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.

I agree to follow directions of any host, site personnel, and conduct myself in a safe manner, observe safety requirements at all times during the visit or activity, and immediately advise my host or site personnel of any adverse effects experienced at high-altitude.

By accepting this Waiver and Release of Liability, I agree that I am aware of the risks associated with traveling to and from the AURA'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. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, arising out of or relating to my participation in the activity, including travel to, from and during the visit or activity.

I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, waive, release, indemnify and agree not to sue AURA and its officers, directors, managers, members, employees, agents, attorneys, staff, volunteers, contractors, heirs, representatives, predecessors, successors and assigns, and all other



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persons acting by, through or in concert with any of them (collectively, "Released Parties"), from and against any and all rights, claims, damages, liabilities, losses, demands judgments, awards, costs and expenses, including attorneys' fees (collectively, "Claims"), of any kind whatsoever, arising out of my visit or participation in the activity, including traveling to and from the activity. I further release all Released Parties from any and all Claims on account of any first aid or medical treatment including but not limited to Oxygen therapy or service rendered in connection with my participation in the activity.

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

### SUMMIT SAFETY RULES

1. Kitt Peak is **2,133 meters (around 7,000 feet)** above sea level at the summit. Ascent to this elevation can result in **altitude sickness**, and in certain cases, severe illness or even death. Symptoms you may experience include: **headaches, dizziness or lightheadedness, fatigue, irritability, insomnia, reduced intellectual capacity, impaired exercise/exertion tolerance, nausea or vomiting**. Mild symptoms are to be expected, but if they go from being an annoyance to incapacitating (e.g. from slight nausea to feeling like you are about to throw up) inform a staff member immediately.
2. Be sure to stay **hydrated** by drinking plenty of water or juice. Bring enough to supply your group for the duration of your travels. This will help avoid dehydration.
3. Take your time, **walk slowly**, and be cautious when getting up from sitting while you are at the summit.
4. Temperatures will be much cooler at the summit. Please wear winter clothes (layers recommended).
5. The observatory reserves the right to deny future access to the sites to people with bad behavior during visits.
6. **Close-toed shoes** are required inside of summit facilities.
7. At the observatory sites you can find **native flora and fauna**. Wildlife and natural landscape are protected. Do not disturb or feed animals, and take care not to run them over.
8. Please be on the alert for **roaming wildlife and livestock** while driving and during your visit. Cattle and horses range freely around the lower portions of Route 386 and Route 86 and may cross the road in front of you.
9. Please **do not litter**. Take out what you bring in.
10. **Fire** is an enormous danger to life and property on this mountain. Follow all directions issued to you by Kitt Peak Staff in the event of a fire. Please report any indications of smoke or fire to any personnel you see so they can take appropriate action. All smoking is prohibited while on Kitt Peak, both indoors and outdoors.
11. **Rocks** sometimes fall from cliff faces and can be big enough to damage your car. Please be alert at all times.
12. The **road** up Kitt Peak is paved to the top with occasional pull offs. Drivers should exercise caution, as there are steep slopes and often cyclists sharing the road. While traveling to and from the summit, only stop in clearly marked areas; it is dangerous to stop on the road where other vehicles may not see you.
13. Be aware that **high winds** can make opening car doors dangerous.

I understand the potential hazards and the possible harmful effects of the altitude. I confirm that to the best of my knowledge I do not suffer from any illness which would render my stay in the specific conditions of the Observatory (altitude, atmospheric conditions) hazardous.

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Date

Name

Signature