

ASSUMPTION OF RISKS, WAIVER OF LIABILITY,
HOLD HARMLESS AND INDEMNITY AGREEMENT

STATE OF MONTANA
COUNTY OF DAWSON

DATE: _____, 2021

Date of Fossil Dig: July 26 - 30, 2021

My name is: _____

My address is: _____

As a participant in the Fossil Dig at Glendive for 2021 (the "Fossil Dig" or the "2021 Dig"), I understand the personal physical risks associated with digging, excavating, living, and working in the sometimes-hostile environment where fossils are found. I understand that neither the Fossil Dig at Glendive, FACT, Dig-for-a-Day, Answers in Genesis, Otis E. Kline, Jr., Robert Canen, Thomas Lohman, nor any landowner on whose land I may be working, is in a position to take responsibility for my actions and cannot be responsible for any injury or other loss which I might sustain, should I be involved in an accident or other mishap while exploring, digging or excavating for fossils during the 2021 Dig.

I represent that I am physically, mentally and emotionally able to participate in the Fossil Dig and that I have no condition that would impair or preclude me from participating in this activity or from accepting full responsibility for my own safety.

I understand that some of the risks ("risks") are snake bite, broken, sprained, or twisted ankle or limb, cactus spines, falling while climbing in search of or excavating fossils, falling stones or rocks, dehydration, and vehicle damage or rollover. I also understand that there are additional risks associated with digging, excavating, and living in an arid, hostile environment and the aforementioned risks are but a few. Accordingly, I am aware that this listing is general in nature and in no way serves to restrict this waiver to the above-mentioned risks, and that any and all risks, whether specifically mentioned or not, are hereby included.

Therefore, in consideration of being allowed to participate in the Fossil Dig, I hereby knowingly and freely agree to assume all such risks and assume full responsibility for my participation in the Fossil Dig and its related activities. Further, to the fullest extent allowed by law, I agree to waive any and all rights which I, or my personal representatives and heirs might have against the Fossil Dig at Glendive, FACT, Dig-for-a-Day, Answers in Genesis, their respective owners, managers, directors, officers, employees, agents, representatives, successors or assigns, or Otis E. Kline, Jr., Robert Canen, Thomas Lohman, and the landowner on whose land I may be digging, his/her /their successors or assigns (collectively, the "Released Parties"), for any injury, death, loss, or other damage that might occur to me or my property during my time of exploring, digging, excavating, living, or working on the 2021 Dig. I further agree to hold the Released Parties harmless from, covenant not to sue, and shall indemnify them against any and all loss, costs or damages by reason of any injury, loss or damages which might be suffered by me or my

property during the time in which I am exploring, digging, excavating, living, or working on the 2021 Dig, to the fullest extent allowed by law.

Any claim or dispute arising from or related to this agreement shall be settled by Christian mediation and, if necessary, legally binding Christian arbitration before the Christian Law Association (<http://www.christianlaw.org/cla>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. This agreement shall be governed by the laws of Montana.

I acknowledge that, although Answers in Genesis and the other Released Parties have taken special precautions to secure the safety of guests, program participants, and their families in order to prevent exposure to COVID-19 (coronavirus), or other viruses or health risks, no facility can guarantee against the risk of such exposure. I agree to assume the risk of such exposure during my travel to and from the location, hotel stay, dining excursions, and during my participation in the program, and waive the right to bring suit for any such exposure in any way related to my (or my child's) participation in the program, the services, equipment and materials provided, or the facility or premises, to the fullest extent permitted by law.

I have had sufficient time to read this agreement in its entirety and I understand the terms. If any of the provisions, terms or conditions are held to be invalid or unenforceable, then such holding will not invalidate, reduce, or otherwise alter any of the other provisions of this agreement, and all such provisions are considered severable.

Any material misrepresentation of information on the registration form will result in ineligibility and forfeiture of fees.

Signature of Participant

Printed Name

Witness

Date

If participant is under the age of 18, there must be a signature of parent, guardian, or accompanying sponsor over the age of 21 (hereby referred to as "sponsor"), who is signing on behalf of the minor.

Signature of Parent/Sponsor

Date
