

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

STATE OF MONTANA
COUNTY OF DAWSON

DATE: _____

Date of Fossil Dig: July 22-26, 2019

My name is _____.

My address is _____.

As a participant in the Fossil Dig at Glendive dig for 2019, 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 Year 2019 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 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 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 to assume full responsibility for my participation in the Fossil Dig and its related activities. Further, to the fullest extent allow 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 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 successors or assigns (collectively, the "Released Parties"), for any injury, loss, or other damage that might occur to me or my property during my time of exploring, digging, excavating, living, or working on the Year 2019 Dig. I further agree to hold the Released Parties harmless from and further 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 Year 2019 Dig, to the fullest extent allowed by law.

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

Signature of Participant

Printed Name

Witness

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 Sponsor

Date
