

# WAIVER OF LIABILITY AND PHOTO RELEASE

STATE OF MONTANA, COUNTY OF DAWSON

Date: \_\_\_\_\_, 2020

I, \_\_\_\_\_ (please print), as a voluntary participant in a paleontological dig with FACT (Foundation Advancing Creation Truth), understand the personal physical risks associated with digging, excavating, and working in the sometimes hostile environment where fossils are found and hereby agree to accept any and all risk of injury or death.

I understand that neither FACT, the Glendive Dinosaur and Fossil Museum, nor any associated organizations or individuals are 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, excavating, or preparing fossils.

I understand that some of the risks in this arid environment include (but are not limited to) snake bite, cactus spines, scorpion and/or insect bites and stings, dehydration, injury while climbing in search of or excavating fossils, falling stones or rocks, and vehicle damage or rollover. **Any and all risks, whether specifically mentioned or not, are hereby included.**

Therefore, **I hereby agree to waive any and all rights** which I, or my executors, successors, or assigns might have to hold FACT, the Glendive Dinosaur and Fossil Museum, the dig guides, and any landowner on whose land I may be digging, his/her successors or assigns, liable for any injury, loss, or other damage that might occur to myself or my property during my time of exploring, digging, excavating, living, or working during the 2020 dig year. I further agree to hold them harmless from and further shall indemnify them against any and all loss, costs, or damage by reason of any injury, loss, or damages which might be suffered by me or my property during this time.

I also understand that by signing this agreement, FACT, the Glendive Dinosaur and Fossil Museum, and the dig guides **have my permission to photograph me while on the dig** and thereafter to use the photographs in whole or in part for educational or promotional use without restriction.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I acknowledge that I have had the opportunity to have this agreement reviewed by independent legal counsel and am signing this release freely and voluntarily.

\_\_\_\_\_  
Signature of primary adult participant

\_\_\_\_\_  
Printed name of primary adult participant

My address is \_\_\_\_\_

\_\_\_\_\_

**For additional adult participants,**

IN SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT.

\_\_\_\_\_  
(signature of additional adult participant)

\_\_\_\_\_  
(please print)

\_\_\_\_\_  
(signature of additional adult participant)

\_\_\_\_\_  
(please print)

\_\_\_\_\_  
(signature of additional adult participant)

\_\_\_\_\_  
(please print)

**For any participants 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.

IN SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND AM SIGNING THIS RELEASE ON BEHALF OF THE MENTIONED MINORS.

\_\_\_\_\_  
(Sponsor’s signature)

\_\_\_\_\_  
(Sponsor’s printed name)

Printed names of minors:

Age:

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