

Devil's Coulee Site Tour Liability and Risk Waiver 2024

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Warning: By signing this document, you will waive certain legal rights, including the right to sue.

Staff initials: _____

First name: _____

Surname: _____

Date of birth: ____/____/____

Address: _____

Contact number: _____

E-mail address: _____ (to receive our newsletter and program updates)

Please read and be certain you understand the implications of signing

I, do affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with travelling to and hiking at the Devil's Coulee Dinosaur Egg Site*. Inherent hazards and risks include but are not limited to:

1. Risk of falling, causing broken bones and severe head, neck and back injuries, which may result in severe impairment or even death.
2. All "acts of nature," including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
3. Risks associated with crossing, climbing or climbing down of rocks.
4. My own negligence and/or the negligence of others, including employees and volunteers.
5. Heat-related injuries and illnesses include but are not limited to heat exhaustion, heat stroke, sunburn, and dehydration.
6. Attach by or encounter with insects, reptiles, and/or animals.
7. Fatigue, chill and/or dizziness may diminish my reaction time and increase the risk of accidents.
8. My sense of balance, physical coordination and ability to follow instructions.

*I understand that the description of these risks is incomplete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any site tour and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS CONCERNING ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as:

Devil's Coulee Dinosaur and Heritage Museum (Devil's Coulee Cooperating Society)

2. To release the Society, their officers, directors, employees and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the Society harmless, and in conjunction with any injury, disability, death, loss, or damage to person or property that may result from engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Society other than what is outlined in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of adult participant

Signature of adult participant

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her/their release of the Society, but also to release and indemnify the Society from any and all liabilities to his/her/their involvement in these programs for myself, my heirs, assigns, and next of kin.

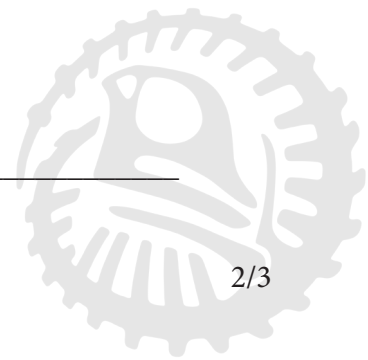
Name of minor participant

Date of birth

Name of parent or legal guardian

Signature of parent or legal guardian

Date



Photographic Consent

Thank you for visiting Devil's Coulee fossil site! We hope you enjoy your tour. To help us promote our activities and share the exciting discoveries from our tours, we occasionally take photographs during site visits and that means that participants are often shown in the resulting images. Please read the following consent form and sign below if you agree to allow us to use photographs of you for promotional purposes.

Consent for Photography and Use of Images

I, the undersigned, hereby grant Devil's Coulee Dinosaur and Heritage Museum (Devil's Coulee Cooperating Society) and its representatives the right to take photographs of me during my visit to the fossil site. I further grant Devil's Coulee Cooperating Society the right to use these photographs in any and all media, including but not limited to the museum's website, social media platforms, promotional materials, and other forms of public display.

I understand and agree to the following:

- The photographs may be used by Devil's Coulee Cooperating Society without further notification or compensation to me.
- The photographs may be used for promotional, educational, and marketing purposes, including publications, presentations, and advertising.
- Devil's Coulee Cooperating Society may edit, alter, copy, exhibit, publish, or distribute the photographs for such purposes.

I release Devil's Coulee Cooperating Society, and its employees, agents, and representatives from any claims, demands, or liabilities related to the use of these photographs, including but not limited to any claims for defamation or invasion of privacy. By signing below, I acknowledge that I have read and understand this consent form and agree to its terms.

Name of adult participant _____

Signature of adult participant _____

Date _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her/their release of the Society, but also to release and indemnify the Society from any and all liabilities to his/her/their involvement in these programs for myself, my heirs, assigns, and next of kin.

Name of minor participant _____

Date of birth _____

Name of parent or legal guardian

Signature of parent or legal guardian

Date

