

## **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.**

I consent to having my photo taken and used by DCCS for advertising purposes, including but not limited to social media and the Devil's Coulee website.

\_\_\_\_\_  
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

