VOLUNTARY WAIVER, RELEASE, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT. THE EXECUTION OF THIS DOCUMENT IS A CONDITION TO ENTERING ONTO LAND AND MUSEUM PROPERTY AND PARTICIPATING IN ANY ACTIVITIES THEREON, INCLUDING BUT NOT LIMITED TO FOSSIL EXCAVATING AND VIEWING.

From time to time, the BUENA VISTA MUSEUM OF NATURAL HISTORY (the "Museum") organizes the digging, excavation, preparation, cleaning, viewing, and sifting of silt for paleontological fossils, bones, teeth and other items, and all activities associated with such types of activities (the "Activities") on private and public lands and at other locations and Museum facilities (the "Land"). In consideration of the privilege of participating in the Activities, I, _____, on behalf of myself, my heirs, legal representatives, and assigns, hereby voluntarily and knowingly assume risks and waive and release all claims related thereto, and agree to indemnify the Museum, all as provided herein.

(1) I acknowledge that the digging, excavation, preparing, cleaning, viewing, and sifting of silt for paleontological fossils, bones, teeth and other items, and all activities associated with such types of excavating and searching ("Activities"), may be inherently dangerous activities and that participation in the Activities as a participant, an individual contractor, or assistant (collectively "Participant"), exposes the Participant to a substantial and serious risk of property damage, personal injury, and/or death.

(2) I expressly acknowledge and agree that participation in the Activities will involve such hazards. I hereby agree to assume those risks and to release and hold harmless all of those persons or entities mentioned herein who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages.

(3) I understand and accept the "as is" conditions of, and the Activities pertaining to the Land I enter on and any adjoining and nearby land upon which I will enter including, but not limited to, the following:

- (a) The vast majority of the Land and/or adjoining and nearby land the activities occur on are unimproved, semi-wilderness state;
- (b) The Museum has no obligation to improve, alter, or repair the property or the Land or to make it safe;
- (c) The disease, Valley Fever, may exist in spores in the ground on the Land;
- (d) The Museum has no obligation to warn of dangerous conditions, whether latent or patent, that may exist upon the Land;
- (e) Various other activities may be conducted concurrently upon said Land while I am there, including, but not limited to, hunting, woodcutting, managing livestock, constructing & maintaining roads, fences, pipelines, utility lines and other improvements, and such activities may create hazards to my safety;
- (f) Other persons may be present from time to time within the same area and my own activities need to be conducted in a careful and prudent manner with due regard to the safety and well being of such other persons;
- (g) The acts or omissions (including the active or passive negligence) of the Museum, its employees, agents, invitees and/or such persons or entities as may be present upon the Land and adjoining and nearby land, may result in my experiencing losses, damages, or bodily injuries (including death);
- (h) Generally a severe fire hazard condition exist upon the Land and adjoining and nearby land because of abundant dry grasses, leaves, and vegetation;
- (i) Extreme caution is required in using vehicles upon the Land and adjoining and nearby land to prevent grass and forest fires;
- (j) The roads and trails, if any, upon the Land and adjoining and nearby land are not maintained free of ruts, rocks, loose materials, overhanging branches, and other hazards, and the steepness, nature of the road-beds and other attendant conditions are such that many of such roads and trails can only be traveled by four wheel drive vehicles driven by a person well-experienced in driving such a vehicle in rugged mountainous terrain, and the hazardous conditions of certain roads and trails is such that only an experienced driver or rider will recognize that they should be traveled at all.
- (k) Water found in streams, springs, pipelines, tanks, and troughs, is untreated. Its quality and potability is uncertain, and such water should not be consumed by horse or rider because of the risk of its possible contamination.

Accordingly, being fully aware that participation in the Activities will expose me to substantial and serious risk of property damage and personal injury or death, and in consideration for having been given permission to enter upon the Land and adjoining nearby land, if applicable, and to participate in the Activities. I release the Museum and its employees, attorneys, and agents, and all other persons or entities having any connection thereto ("Releasees") from liability for any and all claims for damages for death, disease, personal injury, or property damage which I may have, or which may hereafter accrue to me or my heirs or assigns as a result of my participation in the Activities or in connection with my entry or presence upon the Land and adjoining and nearby land, including any claims that are known or unknown, foreseen or unforeseen, future or contingent. I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the Releasees arising out of or related to the actions, causes of action, claims, and demands hereby waived, released, or discharged by me. This release shall be binding upon me and my spouse, legal representatives, heirs, successors, and assigns.

I FURTHER EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I HAVE CAREFULLY READ THIS VOLUNTARY WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND THE MUSEUM AND I SIGN IT OF MY OWN FREE WILL AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS,

Date: _____, 20_____.

By: _____ _____

Signature Print Name

IF ABOVE RELEASING PARTY IS A MINOR, THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN, SIGNING ON HIS OR HER OWN BEHALF AND ON BEHALF OF THE MINOR, EVIDENCING UNDERSTANDING AND AGREEMENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, MUST APPEAR BELOW.

Date: _____, 20_____.

By: _____ Name: _____

Print Name of Parent / Guardian Signature of Parent/Guardian

**********For your safety Please provide EMERGENCY INFORMATION **********

In case of emergency please contact

Name:_____

Phone number(s): _____cell_____

Relationship_____

Any medical allergies or conditions that you would like the museum staff to be aware of?

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