

# **COWBOY DINO DIGS**

**AT SAND CREEK CATTLE Co.**

## **RULES AND LIABILITY WAIVER SIGNATURE REQUIRED BEFORE APPROVED FOR ACTIVITIES**

Welcome! We hope you have a memorable and safe experience while digging at Cowboy Dino Digs. We are excited that you are joining us!

Suggestions to bring on your adventure:

- One gallon of drinking water per person
- A sack lunch per person
- Walking/hiking shoes. NO sandals!
- A hat
- Sunscreen
- Wet wipes and/or paper towel material
- Long pants recommended
- Camera to capture memories of your adventure

Please listen to your guide at all times. He is here to guide you, to answer questions and for your safety. Please do no litter. Defacing the landscape and harassing any wildlife or livestock is strictly prohibited. Violations of any of these will result in the end of your trip and the forfeiture of your fees.

We do our best to assist our visitors to find paleontological material; however, Cowboy Dino Digs does not guarantee any findings. We allow visitors to keep most of the materials found, but we do reserve the right at our full and sole discretion to prohibit the removal of specific pieces. Some of the prohibited pieces are, but not limited to, anything mammal or carnivore, fossils, full or part of bones, any part of Tyrannosaurus Rex, Champsosaurus or Struthiomimus. We do not allow visitors to take part of a piece if time does not allow for the removal of the entire piece. We do not allow visitors to take part of a piece if there are indications that the piece might be part of a skeleton or portion of a skeleton. All determinations will be made by Cowboy Dino Digs at our full and sole discretion.

Cowboy Dino Digs allows visitors to keep up to approximately 100 pounds of rock. Additional rock is available at \$XXX per pound.

All children under the age of 15 years must be supervised by their parent or guardian at all times. The parent or guardian takes full responsibility for children under the age of 15 years old. Anyone 15 years of age or older is required to sign a full release form.

Rules, Reminders, and Refunds:

- Rattlesnakes, scorpions and other types of wildlife may occasionally be found in the wilderness. Be aware of your surroundings. Be careful when turning over rocks and walking through brush.
- Cowboy Dino Digs is located in the rough badlands, several miles from the ranch headquarters and paved roads. Be prepared.
- Weather may be extreme: in excess of 100 degrees with little to no shade, windy, chilly or stormy.
- Gumbo soil can be extremely slick when wet so be careful when traveling the country.
- A day trip consists of 8 hours; a half day trip consists of 4 hours. Time begins at your scheduled appointment time and ends when the tour arrives back at Cowboy Dino Digs headquarters.
- There are no restrooms or drinkable water on the routes.
- If full cancellation is necessary due to bad weather, Cowboy Dino Digs will reschedule.
- If partial cancellation is necessary due to bad weather, we will prorate and refund the remaining time.

I have read, understand and agree to all terms and regulations.

Names and ages of all children in your party:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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## RELEASE OF LIABILITY

I, \_\_\_\_\_ (please print full name), by signing below, am taking full responsibility for all names listed within the Rules and Liability Waiver and hereby acknowledges, accepts, warrants, represents, stipulates, understands and agrees:

- Cowboy Dino Digs makes no warranty, either expressed or implied, as to the condition of the premises;
- Visitor has received sufficient warning that dangerous conditions, risks and hazards may exist on the premises;
- Presence and activities on the premises expose visitor and visitor's property to dangerous conditions, risks, and hazards;
- That visitor is voluntarily participating in paleontological activities, rock hunt and general outdoor activities;
- There are numerous dangerous conditions and risks and hazards involved in paleontological digging, walking, outdoor recreation, including, but not limited to: falling trees and/or rocks; hidden ground openings; poisonous plants, snakes, insects and spiders; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; accidents involving firearms and ammunition; persons with firearms both on or off the premises; and animals both wild and domestic which may be diseased and/or potentially dangerous;
- With the aforementioned recognitions in mind, visitor hereby expressly assume all such dangers, risks and hazards in connection with the use of the premises for any purpose.

In consideration for the right to enter, walk, and inspect the premises, the visitor, including the children listed, hereby releases and agrees to protect, indemnify, defend (by counsel satisfactory to Cowboy Dino Digs), reimburse and hold forever harmless Cowboy Dino Digs, Cowboy Dino Digs' officers, directors, managers, employees, agents, shareholders, partners, family members or other owners from and against any and all present and future claims, causes of action, demands, damages, losses, liabilities, injuries (including death), penalties, judgements, settlements and expenses (including, without limitation, Cowboy Dino Digs' out-of-pocket litigation costs and reasonable attorneys' fees and court costs) resulting from any accident, incident or occurrence arising out of, incidental to, in any way resulting from, or relating to this Rules and Liability Waiver and Release of Liability documents; or the use of the premises, whether or not caused by Cowboy Dino Digs' negligence or gross negligence. Visitor, including the children listed, hereby further covenants and agrees that visitor, its heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Cowboy Dino Digs, their affiliates, or any of their owners, officers, directors, managers, employees, agents, shareholders, partners, family members or other owners.

This Release of Liability shall survive termination of the Rules and Liability Waiver.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_