

IMPERIAL BARREL AWARD RELEASE, WAIVER AND INDEMNITY AGREEMENT



Imperial Barrel Program Release, Waiver and Indemnity Agreement

This Imperial Barrel Program Release, Waiver and Indemnity Agreement (the “Agreement”) is entered into by and between the undersigned participant (the “Participant”), who is voluntarily participating in the AAPG Imperial Barrel Award Program (the “Program”), and the American Association of Petroleum Geologists (the “AAPG”) and the American Association of Petroleum Geologists Foundation (the “AAPGF”) (collectively AAPGF and AAPG referred to as the “AAPG Parties”).

For and in consideration of being permitted to participate in the Program, Participant hereby **FULLY RELEASES AND FOREVER DISCHARGES**, the AAPG Parties, employees, officers, directors, agents, servants and affiliates of the AAPG Parties (collectively the “Released Parties”), of and from any and all liability to Participant, Participant’s personal representatives, assigns, heirs and next of kin, for any damage to or loss of property, any injury to Participant or Participant’s death or any one or more of such foregoing, arising directly or indirectly out of Participant’s participation for any purpose in the Program, including any such damage, loss or injury that is caused by any act or omission on part of the Participant and/or the AAPG Parties, including any negligent conduct of the AAPG Parties, but excluding any gross negligence or willful misconduct of the AAPG Parties. **IT IS PARTICIPANT’S EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY PARTICIPANT OF THE AAPG PARTIES FROM THE CONSEQUENCES OF AAPG PARTIES’ OWN NEGLIGENCE, THE ONLY CIRCUMSTANCE UNDER WHICH PARTICIPANT’S RELEASE OF THE AAPG PARTIES DOES NOT APPLY IS WITH RESPECT TO ANY OCCURANCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AAPG PARTIES.**

For and in consideration of being permitted to participate in the Program, Participant further agrees to indemnify, defend and hold harmless the Released Parties for, from and against any and all liabilities, damages, claims, threatened claims, lawsuits, costs, (including reasonable attorneys’ fees and costs), and actions of any kind for any damage to or loss of Participant’s property or the property of another, an injury to Participant (including death) or the injury or death of any other person, arising out of Participant’s participation in the Program, including any damage, loss or injury (including death) caused by any act or omission on the part of the Participant and/or the AAPG Parties, including any negligent conduct of the AAPG Parties, but excluding any gross negligence or willful misconduct of the AAPG Parties. **IT IS PARTICIPANT’S EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY PARTICIPANT OF THE AAPG PARTIES FROM THE CONSEQUENCES OF THE AAPG PARTIES’ OWN NEGLIGENCE. THE ONLY CIRCUMSTANCES UNDER**

WHICH PARTICIPANT'S OBLIGATION TO INDEMNIFY THE AAPG PARTIES DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AAPG PARTIES.

Participant understands that participation in the Program may require travel internationally. Participant further understands, recognizes, and assumes the risks inherently involved in all such travel, including, but not limited to damage to personal property or illness or bodily injury (including death). Participant further acknowledges and recognizes that the AAPG Parties assume no liability for damages to Participant's personal property or illness or bodily injury (including death). By execution below Participant acknowledges that the Program is not representing, sponsoring or endorsing transportation carriers, hotels, suppliers of goods and/or services connected with the Program.

Participant is aware that there are certain risks and dangers which accompany international travel, including, but not limited to, those risks associated with the unpredictability of terrorist acts, and Participant acknowledges and assumes all such risks, including, but not limited to, loss or damage to personal property, injury or fatality due to: (1) travel to and from the Program destination; (2) the condition of facilities where the Program will occur which are not under the control and maintenance of the AAPG Parties; (3) physical exertion; (4) emotional or psychological stress; (5) inclement weather; (6) suffering illness or an accident in an area where there may not be easy access to medical facilities; and (7) treatment received in medical facilities.

Participant further agrees that if Participant behaves inappropriately, is disruptive or in any other way does not follow the rules and regulations of the Program, or the laws of the country in which the Program is located, as exclusively determined by the AAPG Parties, Participant may be expelled from the Program. In the event Participant is expelled from the Program, Participant shall be solely responsible for any and all travel, lodging and/or meal costs and expenses incurred after the date notice is received of Participant's expulsion from the Program.

Participant and the AAPG Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Participant and the AAPG Parties consent to the personal jurisdiction of the state and federal courts located in the County of Tulsa, State of Oklahoma in connection with any provision of this Agreement and waive any argument that venue in such forum is not convenient. This Agreement shall be construed broadly and provide a release and waiver to the maximum extent permissible under applicable law.

Participant represents that it has advised the AAPG Parties of any physical or mental disabilities and/or needs which may affect Participant's ability to participate fully in the Program and have received reasonable accommodation, if needed.

As a condition of participation in the Program, AAPG Parties have required that Participant secure medical insurance which provides medical coverage to Participant while Participant is on the Program, including but not limited to coverage for medical evacuation and repatriation of remains. Participant understands that AAPG Parties does not provide such insurance coverage, and that no insurance coverage may exist through the Program to cover any claims or damages which may arise out of Participant's participation in the Program.

Participant has fully investigated the Program, including whether participants will be subjected physical and emotional stresses, and assumes all risks of participation. Participant represents that Participant is in good physical condition, and that Participant

does not have any physical or mental disability which will limit his or her participation in the Program.

Each provision of this Agreement is severable, and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. Participant understands that the terms of the Agreement are contractual and not mere recitals, and that such terms are binding upon Participant and Participant's heirs, personal representatives and assigns.

I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT, AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.

“Participant”

_____ Dated this ___ day of _____ 20____.
Signature of Participant

Date of Birth of Participant _____

“AAPG Parties”

American Association of
Petroleum Geologists

By: _____ Dated this ___ day of _____ 20____.
Name: _____
Title: _____

American Association of
Petroleum Geologists Foundation

By: _____ Dated this ___ day of _____ 20____.
Name: _____
Title: _____