

Adventure Mining Company

Waiver of Liability and Hold Harmless Agreement

1. In consideration for participation in any tour or authorized or unauthorized activity at the Adventure Mine site and surrounding area, I hereby release Adventure Mining Company, SOKE, Underground Operations, the State of Michigan, Greenland Township, other related entities, their officers, agents, servants, volunteers, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted; and further waive, discharge, and covenant not to sue the said releasees.

2. I am fully aware of the risks involved and hazards connected with any activities at the Adventure Mine property, including navigating uneven, slippery, low headroom and various other environments; tripping, falling, minor cuts, scrapes, bruises, and other incidents; damage to clothing, footwear, and other personal effects; and serious personal injury and/or death, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by negligence of releasees or otherwise.

3. I hereby agree that the releasees reserve the right to limit my involvement in any tour or activity at any time for any reason that may jeopardize my safety or the safety of other tour or activity participants or the releasees, and that participation in any Adventure Mining Company tour or activity does not qualify me as trained for any unsupervised rappelling, climbing, or other activity for which I acknowledge that further instruction and training are required. I further agree that I will wear appropriate footwear, clothing, gloves, head protection, and other safety equipment deemed necessary by releasees at all times during my tour or activity.

4. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan.

6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; if I am taking the Miner's or Captain's Tour or any other tour that requires fall protection equipment, that I am not knowingly pregnant; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Date: _____

Printed Name(s) of Participant(s):

Signature of Participant and/or Guardian if Participant is a Minor:

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