

## DIV XLV Release Form And Hunt Agreement

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING "DIGGIN' IN VIRGINIA" LLC (HEREINAFTER DIV XLV) AND ITS RESPECTIVE COMMITTEE MEMBERS, MEMBERS, SPONSORS, PROMOTERS, LAND OWNERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of participation in the DIV XLV, I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that by participating in this event the DIV XLV that I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limited to the following: THE RELEASEES' OWN NEGLIGENCE, and weather conditions; danger of medical emergencies such as heart attack, stroke or heat stroke; and the possibility of serious physical and/or mental trauma, injury or death associated with physical activity.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and the sponsors of the DIV XLV or any DIV XLV related event or the event's organizer or any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, committee members officers, directors and employees through or by which the events will be held, the foregoing are also collectively deemed to be Releasees. FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with the DIV XLV and any DIV XLV related event.

I understand and agree that situations may arise during the physical activities of the event which may be beyond the immediate control of the DIV XLV or DIV XLV committee members or organizers, and I must recognize this so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment. I have no physical or medical conditions which to my knowledge would endanger me or others if I participate in this event or would interfere with my ability to participate in this event.

I also agree that during DIV XLV I will fill in any and all holes I dig. I agree that if a DIV XLV representative asks me to leave the hunt property because I was seen not filling in a hole, I will do so promptly and not return for the duration of DIV XLV.

I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses including legal fees incurred by the other party or parties in defending, unless the other party or parties are finally

adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as a consent to any other provision or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

**Refund policy** ~ If you notify the organizers via email to [digginva@hughes.net](mailto:digginva@hughes.net) , at least thirty days (30) before the hunt that you will not be able to attend then you will receive a full refund. Cancellations received within the month that the hunt is to be held forfeit the paid entry fee.

Date \_\_\_\_\_ Age \_\_\_\_\_ Occupation \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ cell \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Consent and release of Parent or Guardian (all applicants under 18)

I am the parent or guardian of \_\_\_\_\_ (Child) Age \_\_\_\_\_. My child is fit for the activities of the DIV XLV, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE DIV XLV EVENT AND RELEASE AGREEMENT. In consideration of allowing my child to participate, I consent to it and agree that IT'S TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees including reasonable attorney's fees or costs as a direct or indirect result of injury to me or my Child because of my Child's participation in activities of the DIV XLV, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my child regarding any claim arising from my Child's participation in the activities of the DIV XLV

Date \_\_\_\_\_ Parent or guardian \_\_\_\_\_