



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participation on any tour or activity at the Luxury Gold Mine, on the Mine site and surrounding areas, I hereby release and hold harmless Luxury Gold Mine, Lisa Miller, and any other related entities, officers, volunteers, or employees and staff (hereinafter referred to as releasees) from any and all liability, claims, demands, actions, and causes of actions 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, hold harmless and agree not to sue the releasees.**
2. I am fully aware of the risks involved and hazards connected with any activities at the Mine property, UTV Tours, being near heavy equipment, including navigating uneven terrain, tripping, falling, cuts, bruises, and other incidents; damage to clothing, footwear, and other personal effects; and serious personal injury caused by potential roll over of vehicles, or falling off moving or stationary vehicles. I hereby elect to voluntarily participate in Mine activities with full knowledge that these activities it 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, whether caused by negligence of releasees or otherwise **and agree not to sue the releasees.**
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. I further agree that I will wear appropriate footwear, clothing, gloves, and other safety equipment deemed necessary, and **follow safety guidelines given during the tour.**
4. This Waiver of Liability and Hold Harmless Agreement **shall bind the members of my family** and spouse, my heirs, and personal representatives whether I am alive or deceased, and shall be deemed as a release, waiver, discharge, and **agreement not to sue** the above-named releasees.
5. In the case of a minor participant, the undersigned **parent or legal guardian acknowledges** that he/she is autographing this Agreement on his/her own behalf and is also **autographing on behalf of the minor** and that the minor shall be bound by all the terms of this Agreement.

Initial/Thumb

6. The undersigned authorizes the Released Parties and/or their authorized **personnel to call for medical care for participant or to transport participant** to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary and it is possible to call for medical transport for Participant to a medical facility or hospital, and participant agrees to pay all costs associated with such medical care and related transportation.

7. In autographing this release, I acknowledge I have read the Waiver of Liability and Hold Harmless Agreement, understand it and autograph it voluntarily as my own free act and deed. I am at least eighteen (18) years of age and fully competent. I am not knowingly pregnant or have any health conditions that would stop me from participating in adventure activities, and I execute this release completely, **fully intending to be bound by this agreement with my autograph and thumbprint.**

8. Any staff and **guests who have had COVID or symptoms within 5 days** of the scheduled tour, please take proper precautionary measures to protect you and everyone on the tour, and reschedule if appropriate.

 Printed Name of Participant

 Autograph of Participant Date

 Printed Name of Parent/Legal Guardian

 Autograph of Parent/Legal Guardian Date

 Address

 Cell Phone Email

 Emergency Contact Name Phone Number



Initial/Thumb

