

## DIV LVII (57) Release Form and Hunt Agreement

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING "DIGGIN' IN VIRGINIA" LLC (HEREINAFTER DIV 57) AND ITS RESPECTIVE COMMITTEE MEMBERS, MEMBERS, SPONSORS, PROMOTERS, LANDOWNERS 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 57 I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that by participating in this event, the DIV 57, 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 57 or any DIV 57 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 57 and any DIV 57 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 57 or DIV 57 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 57, I will fill in any and all holes I dig. I agree that if a DIV 57 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 57

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.

**PLEASE READ this statement before signing** ~ I am well aware that the Flippo Farm, which this Release Form and Hunt Agreement pertains to, is up for sale. In the event a buyer or buyer contract is obtained prior to the execution of the relic hunt dates scheduled for December 9<sup>th</sup> – 11<sup>th</sup> 2024, the Filippo family will give their best efforts to work with the buyer to allow the hunt to continue to occur. However, it should be noted that it is possible the buyer could deny the request, and should this happen your full entry fee will be refunded. DIV is not responsible for any travel or hotel costs.

**Refund policy ~ there will be no refunds.**

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

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

Address \_\_\_\_\_

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

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

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