

**Sharpes Emerald Prospect  
Alexander County, North Carolina (Hiddenite)**

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY  
(To be filled-out by every person entering the property of Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC)**

**READ ALL SECTIONS. THEN -- SIGN, DATE AND FILL-OUT CONTACT INFORMATION**

***Note: Avoid any actions that could risk the safety and health of a collector and others which could result in serious injury or death, such as tunneling into the walls of the mine which could cause a cave-in. Digging under high walls that could collapse. Stay away from any holes or trenches with standing water as they may be deep.***

**In consideration of being permitted access to the property of Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC in Alexander County, North Carolina for the purpose of digging for rocks and crystals, the undersigned agrees to the following Waiver and Release and makes the following representations:**

Acknowledgement and Assumption of Risk: I understand the risks associated with digging activities, inherent and otherwise, which include, but are in no way limited to, risks associated with falling into open pits or trenches, the collapse of excavations, equipment failure, negligent use of equipment, injuries from trips or falls. I understand and acknowledge that the mine owners, by granting permission to access the property, is in no way making any representation as to any visitor's physical ability to participate in digging activity. I have no known health problems or medical conditions which could in any way be exacerbated by the planned activity. I assume all health risks associated with such activity. I further understand the risks associated with general outdoor activity, and the hazards that may be presented by natural causes or acts of other persons or animals, whether negligent or intentional. I hereby acknowledge, confirm and agree that, at all times while on or about the Property, I am there at my own risk and will exercise the highest degree of care and caution for my own personal safety and the safety of others. I understand that the Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC, by allowing third parties (any other visitors) on the Property, does in no way guarantee, make any representation or assume responsibility for any third party's character or conduct while on or about the Property. Release of Liability: The Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC, shall not be liable for any damages arising from personal injuries sustained by me on or about the Property. I agree to assume and bear all risks of injuries or damages to my person or personal property sustained while on or about the Property caused by any source whatsoever, whether by natural occurrence, my own acts or the acts of others. I hereby fully and forever release the Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC, agents, members, managers, successors and assigns as well as any other person or entity acting in any capacity on its behalf, from all claims, demands, damages, rights of action, or causes of action or liability for any such personal injury or property damage that I may incur. I further specifically agree to assume all risk of personal injury or property damage resulting from the negligence of Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC, its owners, agents, members, managers, employees, and all other persons or entities acting in any capacity on its behalf. Indemnification: I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Sharpes Emerald Prospect / Hiddenite Gems Investment Group LLC, its owners, agents, managers, members, successors or assigns and all other persons or entities acting in any capacity on its behalf, from any and all liability, claims, demands, actions, or rights of action, whether known or unknown, foreseen or unforeseen, relating to or arising out of my presence or activities while on or about the property. Lawful Activity: I agree to conduct myself in a lawful manner at all times while on the property, obeying all local, state and federal regulations and laws. Successors Bound: This Agreement and all representations made herein shall apply to and bind myself, my heirs, assigns and representatives. Severability: It is my intention that this Agreement be as broad and inclusive as permitted by law. In the event that any portion of this Agreement is determined to be invalid, such invalid portion shall be severed and the remaining provisions of the Agreement shall remain in full force and effect. Governing Law/Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of North Carolina, and I agree to submit to the jurisdiction of the courts of the State of North Carolina.

**Date(s) of planned visit:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**If under 18 years old, must also be signed by visitor's parent or legal guardian:**

**State child's age** \_\_\_\_\_ **Parent or Legal Guardian:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Phone(s):** \_\_\_\_\_

**Email:** \_\_\_\_\_