

**VOLUNTARY RELEASE, WAVIER AND COVENANT
NOT TO SUE AND LIABILITY INDEMNITY AGREEMENT**

To: Humble Enterprises Inc., dba. Sequoyah Caverns (all hereinafter referred to as "Releases") I (We), the undersigned person(s) (the "Releaser"), as parent(s) or guardian(s) of the Minor stated below ("Minor") request and am granted permission to allow said Minor to enter Sequoyah Caverns to participate in the Wild Cave Adventure, (any or all collectively called "Premises" or "permissive Entry"). Releaser represents that he / she is the parent(s) or guardian(s) of Minor pursuant to Alabama or other applicable law or order of a court of competent jurisdiction. Where applicable herein, the use of the singular pronoun shall include, by definition, reference to both parents or guardians of the Minor. In consideration of "Permissive Entry" to the Sequoyah Caverns which includes but is not limited to the caverns, ladders, climbing ropes, steps, adjacent walkways, concessions, and other appurtenances, which is the area to which admission to the general public is prohibited unless accompanied by a guide approved or employed by Sequoyah Caverns, Wild Cave Adventure, I, the undersigned, for Minor, his/her personal representatives, heirs, spouse, successors and assigns, DO HEREBY:

1. **RELEASE, DISCHARGE, ACQUIT AND FOREVER COVENANT NOT TO SUE** the Releasees and / or any other person or entity with interest in the Premises, and each of their officers, directors, shareholders, members, agents, managers, and employees from any and all claims, demands, actions, executions, judgments, or liability, present or future, which I and/or Minor may have against Releasees or any other person or participant for any foreseen or unforeseen bodily and personal injuries to Minor and/or property damage and the consequences arising from, or to arise from, any accident, casualty, or event occurring from any cause whatsoever during Minor's activities or presence in the Premises, including but not limited to any act of negligence, any failure to act, or any act of strict liability of Releasees, or any other person or participant, or from the condition of the Premises. I hereby covenant to hold Releasees harmless and indemnify Releasees from any claim, demand, action, execution, judgment, liability, or expense, present or future, which Releasees may incur that may hereafter arise out of Minor's activities or presence in the Premises, whether caused by Releasees or otherwise.
2. **UNDERSTAND** that Minor's entry into or onto the Premises contains **DANGER AND RISKS**, that conditions of the Premises change from time to time and may become more hazardous. I **APPRECIATE AND VOLUNTARILY ELECT TO ACCEPT AND ASSUME ON BEHALF OF MINOR ALL DANGER AND RISKS** connected with Minor's entry into the Premises.
3. **ACKNOWLEDGE** that I am aware of the safety regulations, as well as safety rules, that may be explained to me by my cave guide, have conveyed these to Minor, and that I will comply with each and every rule and regulation. I **ASSUME ALL RISK** for Minor and assume all liability to others for failure of Minor to comply with the safety rules and regulations. I agree to be responsible for any and all costs and expenses including, but not limited to, medical expenses, resulting from injury to Minor. I am not an agent, servant or employee of the Releasees and no oral representation or inducements have been made to me to sign this document. No wavier of any provision of this release has been made to me and I understand and agree that none would be effective.
4. **AGREE** that this document shall be effective as of the date of my signature below and at any other date or time thereafter when Minor may participate in said activities on the Premises. I understand that it is not the purpose or intent of the Releasees to teach safety rules; that Releasees are not serving as the guardian of Minor's safety at the Premises; and that this **VOLUNTARY RELEASE, WAVIER, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT** is intended to be as broad and as inclusive as permitted by the laws of the State of Alabama. If any portion of this document is held invalid, I agree that the balance shall, notwithstanding the partial invalidity, continue in full force and effect. On Minor's behalf, I further release Releasees from any and all damage or claim whatsoever on account of first aid, treatment, or service rendered Minor, (or which Releasees fail to render to Minor) while on the Premises or elsewhere, arising from any event, incident, injury, or accident sustained on such Premises or elsewhere.
5. I affirm that I am of lawful age and legally competent to sign this document on behalf of Minor, that I understand that the terms of this document are contractual and not a mere recital, that I have signed this document as my own free act and deed, and that this document is binding upon my heirs, successors and assigns. This document shall be construed according to the laws of the State of Alabama."

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS FOR MINOR. I UNDERSTAND I ASSUME ON BEHALF OF MINOR ALL RISK INHERENT. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS ON MINOR'S BEHALF.

MINOR: AGE: _____

Name of minor: _____

Name of guardian: _____

Address of guardian: _____

Signature of Guardian: _____