

PARTICIPANT AGREEMENT, RELEASE, ASSUMPTION OF RISK, LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT (2010A)

In consideration of the services of Hi Ventures, Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf (hereinafter collectively referred to as "HV"), I hereby agree to release, indemnify and discharge HV, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows.

I acknowledge and understand that my participation in the activity commonly referred to as 'caving' or 'spelunking' and related activities entails known and unanticipated risks that could result in serious injury or death, physical and emotional injury, paralysis or damage to myself, to property and or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. It is always the responsibility of the person(s) caving to assure their own safety and the condition of the equipment that they are using. Therefore liability rests solely on the caver and not with Hi Ventures, Inc., or any agent or employee or representative of Hi Ventures, Inc. or the person(s) supplying equipment, instruction, or opportunity.

The Risks include, among other things: the hazards of walking on uneven terrain: slipping and falling, falling objects or other objects dislodged or thrown from above, limited visibility; open and vertical pits and vertical surfaces, confined spaces; entrapment; potential flooding; water hazards; the use of climbing ropes and equipment; rope burns, pinches, scrapes, twists and jolts that may result in scratches bruises, sprains, lacerations, fractures, concussions; exposure to cold water and temperatures that could result in cold shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, and dehydration; diseases; exposure to potentially dangerous wild animals, insect stings and bites, hazardous plant life; equipment failure; improper lifting or carrying; my own physical condition, and physical exertion associated with these and related activities; consumption of food or drink; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, HV employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge weather or other environment conditions. They may give incomplete warnings and instructions and the equipment being used might malfunction. The person(s) instructing cannot be held liable for any reason. The person(s) instructing will do so to the best of her/his ability.

I expressly agree and promise to accept and assume all risks existing in the activity. My participation is purely voluntary and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HV from any and all claims, demands, or causes of action, which are in any way connected with participation in this activity or my use of HV's equipment or facilities, including any such claims which allege negligent acts or omissions of HV.

Should HV or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against HV, I agree to do so solely in the state of Maryland, and I further agree that the substantive law of the state shall apply in that action with out regard of the conflict of law rules of that state. I agree that if any portion of the agreement is found to void or unenforceable, the remaining portions shall remain in full force and effect.

The person(s) and /or company(s) (Hi Ventures Inc.) supplying equipment, and / or the opportunity is not, and will not, and cannot be held liable for any reason. The person(s) supplying equipment will however inspect the equipment, check anchors, setups to the best of his or her ability.

Persons participating will notify the members of the group of any and all handicaps and all health conditions that they have knowledge about themselves or their legal charge. Conditions that are of concern are, but not limited to, skeletal or muscle conditions, allergies to food or medications or insects or plants, diabetes, seizures, use of medications or drugs or alcohol, claustrophobia, being at risk of transmitting the hepatitis or HIV virus (Aids virus) or other communicable diseases and other pathogens.

In the event that emergency medical care is required, the signatory of this document authorizes such emergency medical care and or to obtain emergency medical care by emergency medical care personnel as is deemed appropriate. The signatory also agrees to assume all fees and expense of required emergency medical care.

Persons participating will do so in the safest manner possible and will advise other participants of their limitations, lack of skill, or lack of knowledge. They will do everything within their power to assure the safety of others in the area and the group that they are with. They will also treat the equipment with all due respect and in a manner so as to preserve its usefulness in this activity. Any damage caused by their neglect or carelessness or maleficent action will be reason for dismissal from this activity and will be required to replace damaged equipment. They will behave in such a manner that access to the area will not be denied in the future due to their actions. They will work to conserve the resource they are using.

The signatory voluntarily accepts liability for themselves and absolve, release, waives and discharges all others of any and all liability for any accidents or injury or deaths. No law suits may be brought against any member of the group, family member, agent, or place of business by a participant, family member, agent, or place of business in relation to this activity. The participant is determined to be the undersigned known by their name and signature below and on any additional sheets as required. This is not a date specific liability waiver.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found to have waived my right to maintain a lawsuit against HV on the basis of any claim from which I have released herein.

I have had sufficient opportunity to read this entire document, and I understand the above, and agree to be bound by its terms. I acknowledge the same constitutes a release of liability and a waiver of my legal rights and also acknowledged the assumption by me of all risks arising out my engaging in this activity.

I give consent that any pictures or video taken by Hi Ventures, Inc or given to Hi Ventures, Inc may be used for training, advertising or any other use as deemed appropriate by Hi Ventures, Inc.

I further represent that I am at least eighteen (18) years of age, or that as a parent , or legal guardian, I waive and release any and all rights that may accrue to me or my child or legal charge and that signature below is a contract pursuant to points so described or implied above.

Date : _____ Phone : _____

Participant's name (print): _____

Signature of participant(s) : _____

Address: _____

Email address : _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____(print minor's name)("Minor") being permitted by HV to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HV from any and all claims which are brought by or on behalf of Minor, and which are anyway connected with such use or participation by Minor.

Date : _____

Printed name of minor's legal guardian: _____

Signature of minor's legal guardian: _____