

VOLUNTARY RELEASE, WAIVER AND COVENANT  
NOT TO SUE AND LIABILITY INDEMNITY AGREEMENT

To: Raccoon Mountain Caverns & Campground, LLC., Raccoon Mtn. Wild Cave Adventure, Raccoon Mtn. Wild Cave Tours, and Raccoon Mtn. Crystal Palace Tours (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 Raccoon Mtn. Caverns to participate in the Raccoon Mtn. Wild Cave Adventure, Raccoon Mtn. Wild Cave Tours, or Raccoon Mtn. Crystal Palace Tour (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 Tennessee 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 Raccoon Mountain 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 Raccoon Mountain Caverns, Wild Cave Adventure, Wild Cave Tours or Crystal Palace Tour, 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 waiver 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, WAIVER, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT is intended to be as broad and as inclusive as permitted by

