



Galena King Visitor Liability Waiver



For visitors to the Galena King Mine located in Bernalillo County, NM. VISITOR AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration to the owners of the Galena King Mine (“the mine”), their agents, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to as “Friends of Galena King” or “FoGK”), I hereby agree to release and discharge Friends of Galena King, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that exploring an underground mine and the surrounding rugged terrain entails known and unanticipated risks, which can result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated completely.

The risks include, but are not limited to: hot or cold weather injuries, sunburn, snake or insect bites, encountering wildlife (mice, bats, deer, coyotes, fox, cougars, and bear have been seen in the area), injury from thorns and cactus needles, bumping one’s head, head injuries, falling rocks or debris, tripping, falling, injury while using ladders, cuts from debris or sharp rocks, and dusty conditions. The FoGK will attempt to minimize risks for visitors and remind visitors of safe practices, but visitors assume all risks during their visit whether due to acts of nature as well as accident or negligence on their part or that of the FoGK.

The surrounding hills were a former ordnance test range and while extensively cleared, unexploded ordnance (UXO’s) can still be found. Do not touch, kick, pickup or attempt to move metal objects in the ground.

2. I recognize the inherent dangers with exploring underground and acknowledge that FoGK can also provide helmets, upon request, to all visitors. There are only a limited number of visitor helmets available (both hard hat type and the sport type with chinstrap); if enough helmets are not available waiting outside the mine for the next available helmet or bringing a personal safety helmet is an option.

I understand that I have been offered a protective safety helmet, which can help prevent head or neck injury or permanent brain damage in the event of an accident. If I choose not to wear a helmet while in the mine I understand that I am potentially putting myself at further risk and accept this hazard.

Additional recommended safety equipment includes but is not limited to: gloves, kneepads, long sleeve shirt and pants, sturdy closed-toe hiking shoes, clear safety glasses, flashlight and/or headlamp.

3. I expressly agree and promise to accept and assume all of the risks existing in the activity, including but not limited to unanticipated or unforeseeable risks. My participation in this activity is purely voluntary, and I elect to participate in spite of all the risks. **If I have a mental or physical condition, previous injury or illness that might put me at greater risk I will notify FoGK immediately, and if I am allowed to still visit the mine I assume this greater risk freely.**



Galena King Visitor Liability Waiver



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

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

6. If I file a lawsuit against FoGK, it shall be filed in the State of NM and the substantive law of NM shall be applied, without regard to conflict of law rules of that state. I also understand that this contract is severable; in other words, if any part of it is held by a court of law to be unenforceable, the remaining portions shall remain in full force and effect.

7. 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.

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 by a court of law to have waived my right to maintain a lawsuit against FoGK on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____

Complete the Section Below if Participant is UNDER 18

Parent's or Guardian's Additional Indemnification

In consideration of _____ (print minor's name), hereinafter "Minor", being permitted to visit the Galena King Mine, I further agree to indemnify and hold harmless Friends of Galena King from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the visit by Minor to the Galena King Mine.

Parent's or Legal Guardian's Signature: _____

Print Name: _____ Date: _____