

CONSENT AND RELEASE
WAIVER OF LIABILITY AND
HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the activities of Lincoln Gem and Mineral Club, Inc. (the "Club"), on its regular meeting site(s), or any other "off site property" (the "Landowners"), Participant hereby releases, waives, discharges, and covenants not to sue the Club, its members, officers, agents, employees or volunteers, or Landowners (the "Releasees"), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or to any property belonging to Participant, while participating in such activities, while in, on or upon the premises where the activities are being conducted, to the fullest extent permitted by law.

Participant further hereby agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to participation in said activities, to the fullest extent permitted by law.

It is Participant's express intent that this Consent and Release, Waiver and Hold Harmless Agreement (the "Agreement") shall bind Participant's family members, heirs, legal representatives, successors, and assigns, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Releasees. Participant hereby further agrees that this Agreement shall be construed in accordance with the laws of the State of Nebraska. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

Participant has read the foregoing Agreement, understands it and signs it voluntarily as Participant's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; Participant is at least nineteen (19) years of age and fully competent, or Participant's parent or legal guardian enters this Agreement on behalf of such Participant; and Participant executes this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Participant has read the above Agreement prior to its execution, and is fully familiar with the contents thereof. This Agreement shall be binding upon Participant and Participant's family members, heirs, legal representatives, successors and assigns.

If the Participant is under the age of nineteen (19) Participant's parent or legal guardian must sign this Agreement.

Date: _____, 20____.

Participant, or Parent/Legal Guardian Signature

Address

Printed Name; Relationship

City, State, Zip

Phone Number