

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named and executing this document below (referred to as "I" or "me") desires to participate in a site visit of the Bicknell property located on Elder Hill Road, Lincoln, Vermont (the "Activity"). In consideration of being permitted by Mr. Norm Bicknell to participate in the Activity and in recognition of Mr. Bicknell's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release"). By signing below, I certify that I am over eighteen (18) years of age and am of sound mind as of the date of my execution of this Release.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MR. BICKNELL OR OTHER PARTICIPANTS IN THE ACTIVITY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF MR. BICKNELL, OTHER PARTICIPANTS, OR ANY OTHER PERSON.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Mr. Bicknell, and his employees, agents, affiliates, successors and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of Mr. Bicknell, Releasees, other participants in the Activity, or any other person. I covenant not to make or bring any such claim against Mr. Bicknell or any other Releasee, and forever release and discharge Mr. Bicknell and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Vermont law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless Mr. Bicknell and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out of or resulting from my participation in the Activity, including without limitation any claim related to my own negligence.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation arising out of negligence of Mr. Bicknell, other Releasees, other

participants in the Activity, or any other person. I hereby release, forever discharge, and hold harmless Mr. Bicknell and other Releasees from any claim based on such treatment or other medical services.

I HEREBY CERTIFY, WARRANT, REPRESENT, AGREE AND COVENANT TO MR. BICKNELL AND THE OTHER RELEASEES, THAT I AM:

(1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE ACTIVITY, (i) IMPAIR, PREVENT OR PROHIBIT MYSELF FROM ENGAGING IN SUCH ACTIVITY OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF MY INVOLVEMENT IN SUCH ACTIVITY;

(2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR MY ABILITY TO ENTER INTO THIS RELEASE, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE ACTIVITY;

(3) ENTERING INTO THIS RELEASE VOLUNTARILY, BY MY OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM MR. BICKNELL OR THE OTHER RELEASEES OR ANY OTHER THIRD PARTY.

This Release constitutes the sole and entire agreement of Mr. Bicknell and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Mr. Bicknell, other Releasees, and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Vermont. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Vermont and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MR. BICKNELL

Signed: _____ Print Name: _____

Date: _____