

MANITOU CAVE OF AL, INC.
State of Alabama County of Dekalb

RELEASE IN FULL (updated 5/2022)

You desire to tour Manitou Cave of Al, Inc., which is managed by Manitou Cave of Al, Inc. an Alabama not for profit Corporation. The released parties and you acknowledge that Manitou Cave of AL nor any person, firm, corporation, volunteer, or any other party associated have made any representations to you as to the condition of the cave and surrounding premises. There may be hazards involved in the cave and surrounding premises that are hidden or not apparent. You acknowledge that you are aware of the natural hazards that may be encountered. You further acknowledge that you are aware that the cave and premises activities may be strenuous activity that could cause or contribute to cause injuries or damages.

You have been advised that neither AL Steward, LLC nor Manitou Cave of AL, Inc. nor any of its agents or volunteers are aware of all existing or potential conditions that might possibly be or create a hazard while exploring Manitou Cave and premises. There may be dangers involved in the cave and on the premises that may or may not be obvious. None of the parties to be released can warn you of every potential hazard but there are hazards that may exist, including but not limited to: deep water, rocks, slippery surfaces, holes in the floor or ground, narrow cracks and crevices, insect or animal bites, allergens and poisonous plant parts, viruses, and any other conditions that are not inherently dangerous, but which could cause injury and illness.

By signing this release and entering Manitou Cave and premises you assume the risk of these and any other potential hazards. Since cave and property activities may be strenuous, if you have a health condition, you need to evaluate whether or not you are physically able to participate in what could be a strenuous activity. With this knowledge you desire to enter and explore Manitou Cave and property and agree to assume any risks that might be involved in such activity.

The undersigned, being fully aware that there may be potential dangers, does hereby forever release, discharge and agree to indemnify and hold harmless the released parties and any of their volunteers, agents and directors or successors in interest for any and all claims for injury, damages or even death that could result in any way and with any connection to my exploration of Manitou Cave or being on the premises surrounding the cave. The undersigned agrees that this Release is being given in consideration for the owners, managers and volunteers permitting the undersigned to enter the cave property and that the undersigned agrees to assume the risk of any and all injury or death in any way associated with the exploration of Manitou Cave and property. The undersigned acknowledges that there may be hazards associated with cave exploration and the surrounding premises and with this knowledge the undersigned desires to enter the cave and premises expressly, fully and completely releases

the released parties referred to herein from any and all claims of any type that may arise from the undersigned's visit to the Manitou Cave of AL and premises, whether caused by the negligence of the released parties.

By completing the online Event Waiver Form, you understand and acknowledges that there may be hazards associated with cave exploration and the surrounding premises and with this knowledge the undersigned desires to enter the cave and premises expressly, fully and completely releases the released parties referred to herein from any and all claims of any type that may arise from the you, and your group's, visit to the Manitou Cave of AL and premises, whether caused by the negligence of the released parties.

PARENTAL INDEMNIFYING RELEASE (updated 4/2022)

I certify that I am the parent, guardian, or custodian of _____ (*youth name should be included on the online waiver signature form that you submit*), a minor; (hereinafter minor). It is my desire to take the minor on a trip to Manitou Cave and premises. I recognize that there may be unknown or unforeseen hazards in the cave and premises which could cause injury or death. I do not expect the released parties to warn me of any potential danger as I am aware dangers can exist in the natural environment.

In order to encourage the released parties AL Steward, LLC, Manitou Cave of AL, Inc., its Board, volunteers or any others, managing or responsible for the cave to allow the minor to enter the property and/or explore the cave, I agree on behalf of the minor that I will fully release the released parties and that I will defend any action of any type brought against them by or on behalf of the minor and that I will fully indemnify the released parties for any judgment or settlement of any type made. I agree that I will not be a party to any action brought on behalf of the minor and that it is my full responsibility to see that the released parties are fully indemnified and held harmless for any claim made against any or all of the released parties regardless of whether they were guilty of any negligence or any other unintentional conduct. This agreement is made in consideration of the released parties allowing the minor to enter the cave and property. I agree that it is also my responsibility to care for the minor while in the care and be responsible for any damage done to the cave or the property by the minor.

By completing the online Event Waiver Form, I understand and agree that the released parties do not have to allow the minor to enter the property and in consideration for the released parties agreeing to this I hereby agree to fully indemnify all of them for any loss.