

DIAMOND HILL LLC

The Diamond Hill, LLC, (DH LLC) owns the Diamond Hill quartz digging area (the "Property") near the town of Antreville in Abbeville County, South Carolina. With prior permission, visitors are allowed to enter the Property and search/dig for rocks and crystals.

Visitors fall into one of two categories:

- (1) A **private group** of one or more individuals who desires to visit the Property;
- (2) Members of a **recognized organization or club** that is sponsoring a field trip to the Property.

The procedure to gain permission is different for the two categories.

To get permission to visit the Property, you should contact Rodney Moore.

Please use this number first: 404 -975-8005

I also have Nextel 2-way: 155*131475*5

As a last resort call: 770-467-0472 (home)

E-mail: sio2ga@bellsouth.net

GENERAL RULES FOR YOUR VISIT TO THE PROPERTY

1. The DH LLC is keeping open the Property as a resource for the use and pleasure of all rockhounds and interested individuals. **Don't do anything that will jeopardize this relationship.** Always be polite and helpful to others who are legally on the Property.
2. All visitors to the Property must have a signed Form or an e-mail permit (see below) from DH LLC, or they must have given their signed form to their trip leader. Anyone on the Property without proper permission will be subject to arrest and prosecution.
3. You may search for and keep crystals and mineral specimens that you find on the ground surface, or that you dig for. You may dig with hand-tools only, such as shovel, pick, hammer, chisel, etc. Not allowed are power tools such as jackhammer, or motorized equipment such as a backhoe or bulldozer.
4. Searching and digging for crystals is inherently dangerous. Always take care with your activities, and realize that the DH LLC does not assume liability for any occurrences on the Property.
5. Keep the Property clean. Always remove all of your litter. And remove other litter, too. When your visit is complete, you should leave the Property as clean as, or cleaner than, it was when you arrived.
6. Report any problems immediately to the DH LLC. Problems include such things as: (a) a large amount of pre-existing litter on the Property; (b) presence of unauthorized people on the Property; (c) use of equipment other than hand-tools; (d) any activity that could pose a risk to the safety and health of others; (e) anything else that could conceivably jeopardize keeping the Property open, or that could jeopardize your group from being permitted to return to the Property.
7. If any individual is performing an unlawful or dangerous activity, which poses an imminent danger to the health and safety of others, contact law enforcement immediately.
8. If a scheduled visit to the Property must be canceled (because of, for example, bad weather, sickness, etc.), no fees can be refunded, but an alternative date for the visit can be scheduled. If you know that your planned visit will not occur, contact the DH LLC as soon as possible to make alternate arrangements.

PERMISSION FOR PRIVATE INDIVIDUALS

For a single person, or for a private group of individuals, each person who wants to visit the Property must read and fill out the form: "ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY", hereafter called "the Form". Be sure to read and initial each paragraph, fill in (legibly) required information about yourself, and sign the Form.

For a single person who wants to visit the Property, you must send or deliver the Form to the DH LLC, preferably at least ten days prior to the date(s) you want to visit. Include a check for \$15 (per day) made out to Rodney Moore. The leader must also include a self-addressed, stamped envelope (SASE) if you are NOT requesting an E-Mail permission release to be sent.

For a private group of individuals that wants to visit the Property, the procedure is the same as for a single person (see above), except that one person in the group must be designated the "Trip Leader". The Leader collects all of the Forms and reviews that they are filled out completely and legibly. Then, the Leader sends the forms, in one packet, to the DH LLC. Included in this packet must be one check (made out to Rodney Moore) equal to the number of visitors in the group multiplied by \$15 per day. (So, for example, if a group of three individuals wants to spend one day at the Property, the check would be for $3 \times 15 = \$45$; if a group of three individuals wants to spend two days at the Property, then the check would be for $3 \times 15 \times 2 = \$90$.) (For children younger than 16 years old, the fee is \$6/day.)

Upon receipt of the completed Form(s), SASE and check, DH LLC will sign and return the permissions. Alternatively, DH LLC can send permission via e-mail. If permission cannot be granted, then DH LLC will contact the applicant and/or return the check. No visitors are allowed on the Property without a completed Form signed by a representative of the DH LLC.

While at the DH LLC, it is the duty of the visitor, or Trip Leader, not to give permission for anyone else to be on the property, unless such person has a properly filled-out Form. If the Leader asks to see such a Form (a signed verification for permission, or an e-mail permit, to be on the Property), and none is produced, then the Leader should inform the DH LLC, preferably immediately by phone, or afterwards if no phone is available at the site.

CHECKLIST for PRIVATE INDIVIDUALS

- _____ 1. Contact the Diamond Hill, LLC, to pre-approve the date of your planned visit.
- _____ 2. Trip Leader sends, in **one envelope**, to DH LLC:
 - _____ A. For each visitor, the Form: "Acknowledgement and Assumption of Risk Agreement and Release of Liability" -- legibly completed, initialed (10 places) and signed.
 - _____ B. **One** check, made out to "Rodney Moore", for \$15 per person per day.
 - _____ C. Self-addressed stamped envelope.

OR

- _____ If you request **E-Mail permission**, a SASE does not need to be sent.
PLEASE SPECIFY! Print e-mail address very legibly!

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AGREEMENT

AND RELEASE OF LIABILITY

(To be filled-out by every person entering the property of the Diamond Hill, LLC)

READ AND INITIAL ALL SECTIONS.

THEN -- SIGN, DATE AND FILL-OUT CONTACT INFORMATION

In consideration of being permitted access by Diamond Hill, LLC, (DH LLC), to the Diamond Hill Property in Abbeville County, South Carolina ("Property") for the purpose of digging for rocks and crystals, the undersigned agrees to the following Waiver and Release and makes the following representations:

_____ **Initial Acknowledgement and Assumption of Risk.** I understand the risks associated with digging activities, inherent and otherwise, which include, but are in no way limited to, risks associated with falling into open pits or trenches, the collapse of excavations, equipment failure, negligent use of equipment, injuries from trips or falls. I understand and acknowledge that Diamond Hill, LLC, by granting permission to access the Property, is in no way making any representation as to any visitor's physical ability to participate in digging activity. I have no known health problems or medical conditions which could in any way be exacerbated by the planned activity. I assume all health risks associated with such activity. I further understand the risks associated with general outdoor activity, and the hazards that may be presented by natural causes or acts of other persons or animals, whether negligent or intentional.

_____ **Initial** I hereby acknowledge, confirm and agree that, at all times while on or about the Property, I am there at my own risk and will exercise the highest degree of care and caution for my own personal safety and the safety of others.

_____ **Initial** I understand that Diamond Hill, LLC, by allowing third parties (any other visitors) on the Property, does in no way guarantee, make any representation or assume responsibility for any third party's character or conduct while on or about the Property.

_____ **Initial Release of Liability.** Diamond Hill, LLC, shall not be liable for any damages arising from personal injuries sustained by me on or about the Property. I agree to assume and bear all risks of injuries or damages to my person or personal property sustained while on or about the Property caused by any source whatsoever, whether by natural occurrence, my own acts or the acts of others. I hereby fully and forever release Diamond Hill, LLC, its owners, agents, members, managers, successors and assigns as well as any other person or entity acting in any capacity on its behalf, from all claims, demands, damages, rights of action, or causes of action or liability for any such personal injury or property damage that I may incur.

_____ **Initial** I further specifically agree to assume all risk of personal injury or property damage resulting from the negligence of Diamond Hill, LLC, its owners, agents, members, managers, employees, and all other persons or entities acting in any capacity on its behalf.

_____ **Initial Indemnification.** I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Diamond Hill, LLC, its owners, agents, managers, members, successors or assigns and all other persons or entities acting in any capacity on its behalf, from any and all liability, claims, demands, actions, or rights of action, whether known or unknown, foreseen or unforeseen, relating to or arising out of my presence or activities while on or about the property.

_____ **Initial Lawful Activity.** I agree to conduct myself in a lawful manner at all times while on the property, obeying all local, state and federal regulations and laws.

_____ **Initial Successors Bound.** This Agreement and all representations made herein shall apply to and bind myself, my heirs, assigns and representatives

_____ **Initial Severability.** It is my intention that this Agreement be as broad and inclusive as permitted by law. In the event that any portion of this Agreement is determined to be invalid, such invalid portion shall be severed and the remaining provisions of the Agreement shall remain in full force and effect

_____ **Initial Governing Law/Jurisdiction.** This Agreement shall be construed in accordance with

the laws of the State of South Carolina, and I agree to submit to the jurisdiction of the courts of the State of South Carolina

Date(s) of your visit to Diamond Hill _____

Signed: _____

Date: _____

(If under 18 years old, must be signed by visitor's parent or legal guardian. State child's age. Children under 10 years old are not encouraged to visit the Property.)

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone(s): _____

E-Mail: _____



_____ Initial Requesting an E-mail permission to be sent to:

(Print CAREFULLY your email address) _____ @ _____

(Diamond Hill, LLC, will fill out information in the following section. This section is not relevant for visiting groups in which the "ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY" forms are collected by the Trip Leader at the Property on the day of the field trip. This section is also not relevant if you are requesting e-mail permission.)

In consideration of the Agreement contained herein, the above-named party has permission to access the Diamond Hill Property, during daylight hours, on (date) _____ for the purposes of prospecting and digging for rocks and crystals.

Diamond Hill, LLC _____

Date: _____