

Private Property Access Agreement and Assumption of Risk Agreement

In consideration of permission to access Private Property, the undersigned Visiting Party(s) agrees to enter upon the private property of _____ located at _____ only under the following terms and conditions:

1) I will not enter this property in the company of any party who is not a signatory to this Agreement or who does not have the express written consent of the landowner or his agent.

2) I will not disclose any information gained as a result of access to this property to any government official(s), public or private entities or organizations, or private individual(s), either orally or by writing, images, or by any other means, except for such specific disclosures agreed to as being permitted and incorporated into this Agreement.

3) Any disclosures (or actions) on my part not listed herein as permitted shall constitute a breach of this Agreement and shall constitute criminal trespass for which I am liable.

4) I agree if any events occur, result or are triggered by non-permitted disclosure (or actions), it shall be my burden, not the landowner's, to prove such events were not caused or occasioned by my actions.

5) If any such non-permitted disclosure (or actions) occurs, I agree to pay the landowner a minimum of \$25,000.00 (twenty-five thousand dollars) in liquidated damages for each instance of disclosure plus court costs, the landowner's attorney(s) fees and interest at the rate of 12% per annum from the date of breach of this Agreement.

6) By entering this property, I assume all risk of loss, injury or death on the property, and I will absolutely and unconditionally hold the landowner harmless from any and all liability for personal injury, death, loss to my personal property or the property of my agency or employer, suffering, mental anguish, loss of wages or earnings and/or any and all other loss whatsoever, from whatever causes arising, including possible negligence or misinformation by the landowner.

7) I understand this is a one-time only agreement unless specified as on-going herein, and I do not have permission to be on the property on any other dates other than those listed below.

Description of the exact purpose of entry: _____

Date and time of proposed entry and exit: _____

Exact location of visit: _____

Disclosures defined as permitted: _____

Property Owner or Agent: _____ Date: _____

Visiting Party: _____ Date: _____

Title: _____ Agency/Organization: _____

Visiting Party: _____ Date: _____

Title: _____ Agency/Organization: _____

Visiting Party: _____ Date: _____

Title: _____ Agency/Organization: _____

Visiting Party: _____ Date: _____

Title: _____ Agency/Organization: _____

Witness: _____ Date: _____