

LIABILITY WAIVER

I, John J. Smith, in return for permission allowing me to metal detect on property owned by

_____, do hereby waive any responsibility or liability on his or her part for my safety or well being. This document being proof that I recognize that I am responsible for any risk or damage to myself and that said landowner is to be held blameless in the case of accident or injury.

In addition, I promise to fill any and all holes I should happen to dig and to do my best to leave the property in as good a condition as when I entered.

Further, I will offer to show said landowner any finds if he or she desires, and to share the proceeds of my search should objects of value be found. In the case the landowner wishes to share in any finds, the following methods will be used to determine who gets what.

1. The land owner and myself will each pick an item we desire, in turn, until all items are chosen. First pick to be determined by a coin toss.
2. In the event that an item is desired by both parties, each shall offer the other a dollar amount with the high bidder purchasing the item. Each person to write down their bid on a piece of paper to be drawn blind.
3. In the very rare, but happy event, that a truly valuable artifact, coin, cache of coins or jewelry would be found, the parties should try to get an accurate appraisal and whichever party most desires ownership, would offer to buy the other's half. In the case of articles that could be separated into equal lots, each takes half, the picks to be determined as in section 1. Or the items could be sold outright and the proceeds split evenly. These options to be discussed and decided upon to the satisfaction of both parties if this situation develops.

John J. Smith _____ Property Owner

Date: Date:

John J. Smith
278 Main St.
New York, N.Y. 12345