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**South Dakota Science and Technology Authority (SDSTA) at  
Sanford Underground Research Facility (SURF)  
RELEASE, AGREEMENT NOT TO SUE AND WAIVER**

In consideration for being permitted to enter upon the property of the South Dakota Science and Technology Authority (referred to in this documents as the "Authority") located in and near Lead, South Dakota, including both the surface property and the underground workings and facilities owned by the Authority (referred to in this document as the "Authority's Surface Property" or the "Authority's Underground Property" and collectively, the "Authority's Property"), which permission was granted at my request, I do hereby freely and knowingly state, declare and agree as follows:

(Initial) \_\_\_\_\_ 1. I have today been provided and have read and signed a form entitled "ACKNOWLEDGEMENT OF RISK," which describes in general terms the numerous apparent and unapparent risks of serious personal injury, death, or damage to my property, which exists on and in both the Authority's Surface Property, and the Authority's Underground Property.

(Initial) \_\_\_\_\_ 2. Being fully aware of the risks as described in the accompanying "ACKNOWLEDGEMENT OF RISK," I do hereby voluntarily, freely, and unconditionally release and agree not to sue the following persons and entities for any damage to my health, personal injury, death and/or damage to my property in any way associated with my entry, presence or activities upon, in, or around the Authority's Surface Property and/or the Authority's Underground Property, and I further hereby waive any such claims I may have against the following persons and entities. This release, agreement not to sue and waiver is given in favor of the following persons and entities:

(Initial) \_\_\_\_\_ (a). The State of South Dakota and its elected representatives and officers, unelected officers, employees, agents, consultants and representatives; and

(Initial) \_\_\_\_\_ (b). The South Dakota Science and Technology Authority and its officers, directors, employees, agents, consultants and representatives, and any visitor, contractor, consultant, or any other person (natural or otherwise) that the South Dakota Science and Technology Authority directs to, invites or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) \_\_\_\_\_ (c). Barrick Gold Corporation; any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by or is under common control with Barrick Gold Corporation; any officer, director, employee, agent or consultant of Barrick Gold Corporation; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Barrick Gold Corporation directs to, invites, or permits upon or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

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(Initial) \_\_\_\_\_ (d). Homestake Mining Company of California, any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with Homestake Mining Company of California; any officer, director, employee, agent, or consultant of Homestake Mining Company of California; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Homestake Mining Company of California directs to, invites, or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) \_\_\_\_\_ (e). Mr. T. Denny Sanford or any other person or entity providing funding or other support for the construction, operation, and maintenance of the Authority, the Authority's Property, and/or the Sanford Underground Research Facility.

(Initial) \_\_\_\_\_ 3. I understand that this document does not act to release, discharge, or waive any rights I may have to compensation or the payment of medical expenses under applicable workers compensation law.

(Initial) \_\_\_\_\_ 4. The release, agreement not to sue and waiver contained in this document includes any and all claims I or my heirs, representatives, successors, or assignees (including, but not limited to, my family) may have as a result of any damage to my health, injury to me, my death, or damage to my property, including incidental and consequential damages and loss of income, support, and companionship.

(Initial) \_\_\_\_\_ 5. I agree that if a court or other tribunal with jurisdiction rules that some portion of this document is for any reason unenforceable, the remaining portions of this document shall remain valid and enforceable.

(Initial) \_\_\_\_\_ 6. The release and waiver contained in this document and my agreement not to sue the parties named above is and will be binding on me and my heirs, representative, successors, and assignees (including, but not limited to, my spouse and other family).

(Initial) \_\_\_\_\_ 7. I acknowledge that I have provided valid personal identification to Authority Personnel.

