

WAIVER AGREEMENT FOR ACCESS TO THE SUMMIT OF BLACK MOUNTAIN, KENTUCKY

The undersigned ("Visitor"), for and in consideration of the access to private property granted to the undersigned by Penn Virginia Coal Company, Inc. hereby agrees as follows:

1. Visitor agrees to stay on the roadway marked on the map attached hereto as Exhibit A and understands and agrees that the access granted to Visitor is limited to such roadway. Visitor understands and agrees that entry into any areas outside those marked on the map attached as Exhibit A will be a trespass, and Visitor will be prosecuted for any such trespass.

2. Visitor, for him or herself, his or her heirs, successors, personal representatives, and assigns, hereby waives, holds harmless, and releases the owners of each and every interest, including coal lessees and coal operators and their contractors ("Owners") in the property to be visited ("Property") from and against all and any damage or injury to Visitor's person or property, including Visitor's death, regardless of the cause of such damage or injury, including any injury or damage which may result from negligence, gross negligence, criminal negligence, or criminal act of any Owner or any employee, agent or representative thereof, or of any other person or entity.

3. Visitor recognizes that there may be hidden, latent, or undisclosed dangers on the Property and assumes all risks therefrom and ENTERS THE PROPERTY AT VISITOR'S OWN RISK. Visitor further recognizes that the roadway marked on Exhibit A is not maintained for public travel and may not be passable by passenger car or four-wheel drive vehicle. Visitor assumes all risk to any damage (regardless of cause) to Visitor's vehicle or other personal property.

4. Visitor agrees to abide by all safety rules and regulations imposed by any Owner of the Property, and further agrees to obey and abide by any statutory or regulatory requirements imposed upon any Owner of any interest in the Property by any state, federal or local governmental or regulatory agency.

5. Visitor agrees to conduct any and all of Visitor's activities on the Property in such a way as to not interfere with any business activities being conducted on the Property.

6. Visitor agrees that Visitor will not, under any circumstances, nor at any time, assert that the Property, or any part thereof is, has become or should be deemed a "public park" as that term is defined at KRS Chapter 350 and the regulations promulgated pursuant thereto.

7. Visitor states he or she is over eighteen years of age, understands the terms and conditions of this Waiver Agreement and executes it willingly, voluntarily, knowingly, and intending to be bound thereby in all respects.

OR

Visitor is a minor under the age of eighteen (18), and this Waiver Agreement is executed by such minor Visitor's parent or guardian on behalf of such minor Visitor willingly, voluntarily, knowingly and with the intention that both the minor Visitor and the parent or guardian will be bound thereby in all respects.

Witness

"Visitor" Date

Name of Minor Visitor

Witness

Parent or Guardian Date

Please sign and return to:

Penn-Va Operating Co
Attn: Steve Looney
2550 E Stone Dr Ste 200
Kingsport, TN 37660-5863

EXHIBIT "A" – MAP OF ROUTE TO THE SUMMIT OF BLACK MOUNTAIN, KENTUCKY

