

Permission To Metal Detect On Private Property

I, _____, the owner of the property at the address below, have given permission to the bearer of this agreement, to use a metal detector to search for and recover buried coins, relics, and other artifacts located on my property. It is understood that item recovery involves the digging of small holes, which will be repaired as nearly as possible to the land's original condition. This permission shall remain in effect until such time that I choose to revoke it by notifying the bearer in writing, after which it is agreed that no further metal detecting will be allowed on this property.

OWNER'S NAME AND ADDRESS:

BEARER'S NAME AND ADDRESS:

PHONE _____

DATE: _____

Liability Waiver Form

In consideration of permission granted to me to search for and recover buried relics, coins and other artifacts, using a metal detector at the property address below,

and owned or legally occupied by, _____,

I, _____, agree to release and discharge any and all liability claims resulting in any personal injury or property damage incurred at this site, during the period this written permission is in effect. This document shall be forever binding.

Please see Georgia Laws on the backside of this form regarding landowner liability.

Attention: Georgia Law states that Landowners Not Liable for injuries to people given permission to recreate on their land.

**Georgia General Assembly
Unannotated Code**

51-3-21. http://www.legis.state.ga.us/legis/2003_04/gacode/51-3-21.html

As used in this article, the term:

- (1) 'Charge' means the admission price or fee asked in return for invitation or permission to enter or go upon the land.
- (2) 'Land' means land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty.
- (3) 'Owner' means the possessor of a fee interest, a tenant, a lessee, an occupant, or a person in control of the premises.
- (4) 'Recreational purpose' includes, but is not limited to, any of the following or any combination thereof: hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving, nature study, water skiing, winter sports, and viewing or enjoying historical, archeological, scenic, or scientific sites.

51-3-22.

Except as specifically recognized by or provided in Code Section 51-3-25, an owner of land owes no duty of care to keep the premises safe for entry or use by others for recreational purposes or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for recreational purposes.

51-3-23.

Except as specifically recognized by or provided in Code Section 51-3-25, an owner of land who either directly or indirectly invites or permits without charge any person to use the property for recreational purposes does not thereby:

- (1) Extend any assurance that the premises are safe for any purpose;
- (2) Confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed; or
- (3) Assume responsibility for or incur liability for any injury to person or property caused by an act of omission of such persons.

Exceptions: Landowners liable only if they charge a fee or landowner intends to cause user harm:

51-3-25.

Nothing in this article limits in any way any liability which otherwise exists:

- (1) For willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity; or
- (2) For injury suffered in any case when the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that, in the case of land leased to the state or a subdivision thereof, any consideration received by the owner for the lease shall not be deemed a charge within the meaning of this Code section.