

**BUDDHA CAVE
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the Buddha Karst Preserve and Buddha Cave, Lawrence County, Indiana, hereby agree as follows. I knowingly, freely, and voluntarily, for myself, my heirs, personal representatives, and assigns, WAIVE any right or cause of action of any kind whatsoever, arising as a result of visiting Buddha Cave, Chase Cave, or the corresponding properties, from which any liability may or could accrue to the Indiana Karst Conservancy, Inc., its Executive Board, agents, members; and any other landowners which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, falling, rock fall, or other accident, and to my property, while participating in cave exploring, hiking, or in any other in-cave or surface activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of their properties.

I acknowledge that Buddha Cave and the other caves on the Preserve are completely "wild" and no improvements have been made or are desirable. I understand that a visit to a wild cave involves certain risks including, but not limited to, those listed above and below. I desire to visit these caves and will do so completely at my own risk.

I acknowledge that Buddha Cave contains an exposed ledge in the entrance room that provides access to the rest of the cave, and that traversing this ledge could result in a serious fall, injury, or death. The use of a ladder of appropriate length is required to access this ledge.

I acknowledge that Buddha Cave contains an in-cave, 30 foot deep, crevice-type pit, which may *not* be safely climbed without proper vertical caving equipment.

I acknowledge that any artificial rigging anchors that may exist in the cave are of unknown origins and are the responsibility of the user to inspect prior to being used. The anchors' presence is not an indication that they are safe to use. Any use of artificial anchors must be backed up by natural anchors.

I acknowledge that the stream in the lower passages in Buddha Cave is known to flood, and the whole cave including the entrance room has been known to flood to the ceiling on occasion due to its inflowing stream. It is impossible to predict the time lag between a rain event and flooding in the cave. I will not enter the cave during high flow times, or when the weather is questionable or ground thaw could occur. Doing so could result in death by drowning, hypothermia, or entrapment.

I acknowledge that the entirety of Buddha Cave is physically demanding and may require total immersion in cold water with the attendant risks.

I acknowledge the environment in caves may contain pollutants and pathogens known to be dangerous to my health if ingested, inhaled, or exposure by any other means.

I acknowledge that steep, slippery mud banks, exposed climbs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, I may be unable to get out of the cave. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I will also carry multiple light sources suitable for wet/completely submerged conditions.

I will not leave anything in the cave that I took in with me and I will not bring anything extra out of the cave except the normal mud on my clothing and trash left by other cavers, nor will I leave or deposit bodily waste in the cave. Likewise, I will not camp in the cave as it can impact the environment.

I will not enter the cave with muddy or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the cave. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering Buddha Cave. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting this cave.

I will not make any changes to the cave including digging out of crawlways, setting bolts or other hardware, or otherwise modifying the passages.

I will not knowingly take any person into Buddha Cave who has not signed an agreement similar to this one.

I will not smoke in the cave. I will not use any alcohol or other intoxicating substances in the cave or for at least eight hours before visiting the cave.

I understand that it is a criminal act under Indiana law (IC 35-43-1-3) to knowingly harm any cave fauna or speleothem.

I acknowledge that no compensation has been given to the trip leader or organizer of this trip (sharing transportation costs is acceptable).

I understand that I am a licensee on this property and that owner's liability towards me is limited by Indiana statutes IC 14-22-10-2 and 34-31-9.

WARNING - Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Indiana Karst Conservancy, its Executive Board, agents, members, and adjacent/associated landowners harmless and blameless for any injury to myself, including death, occasioned by my participation in caving and surface activities, whether resulting by or through the negligence of the Indiana Karst Conservancy, its Executive Board, agents, members; or adjacent/associated landowners. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver, then and in that event, I for myself and my heirs, legal representatives, and assignees, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by the various parties or their respective liability insurance companies.

WITNESS my hand and seal this date _____

Printed name _____

Signed _____

Address _____

Birth Date _____

If applicant is under 18 years of age, parent(s) or guardian(s) must also sign and AGREE to the above RELEASE and WAIVER.

Signed _____

Printed Name _____

Signed _____

Printed Name _____

Trip leader/group: _____ Date of trip: _____