

**HENDERSON PARK CAVES
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the caves within Henderson Park in Washington County, Indiana, hereby agree as follows. I knowingly, freely, and voluntarily, for myself, my heirs, personal representatives, and assignees WAIVE any right or cause of action of any kind whatsoever, arising as a result of visiting one or more caves within Henderson Park or surrounding property, from which any liability may or could accrue to City of Salem (owner), The Nature Conservancy (conservation easement holder), the Indiana Karst Conservancy (access coordinator), their governing/executive boards, staffs, employees, contractors, agents, members, and volunteers; and assume all risks of injury to myself or others, including death by any means, and to my personal 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 the corresponding property.

I acknowledge that the caves in Henderson Park are completely "wild" caves and no improvements have been made or desirable to be made. I understand that a visit to a wild cave involves certain risks including, but not limited to, those listed below. I desire to visit the caves within Henderson Park and will do so completely at my own risk.

I acknowledge that the streams in the caves in Henderson Park are known to flood in some areas, and that it is impossible to predict the time lag between rainfall and flooding in caves. I will not enter the caves 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 some of the caves in Henderson Park have vertical exposure and require ladders or other special equipment to access some parts of the caves. These exposures may result in hazardous falls that could result in injuries or death.

I acknowledge that caves in Henderson Park are extensive and that there is a danger of becoming lost. I will prepare for this eventuality by telling someone my plans, and carrying adequate food and clothing.

I acknowledge that steep, slippery mud banks and loose piles of rocks may occur in various locations within the caves and pose hazards of slipping, tripping, and falling.

I acknowledge that the entirety of the caves in Henderson Park is physically demanding and may require immersion in 54°F 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, due to a malfunction of my gear and equipment, I may be unable to exit the cave I'm visiting. 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 caving conditions.

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

I will not enter caves with muddy or soiled clothes, boots, ropes, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the reported cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the cave. Likewise, I will properly clean and decontaminate ALL my equipment, clothing, boots, ropes, and vertical gear AFTER visiting the caves in Henderson Park, as they are known to be contaminated with *Pseudogymnoascus destructans*.

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

I will not knowingly take any person into the caves in Henderson Park who has not signed an Agreement similar to this one.

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

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 City of Salem, The Nature Conservancy, the Indiana Karst Conservancy, their governing/executive board, staffs, employees, contractors, agents, members, and volunteers 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 those previously mentioned. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver Agreement, 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 providers or underwriters who may incur costs in defending those held harmless parties.

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: _____