

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

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the Wayne Cave Preserve and Wayne Cave, Monroe 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 Wayne 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, rock fall, falling, 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 Wayne Cave is 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 Wayne Cave and will do so completely at my own risk.

I also acknowledge that Wayne Cave contains at least four miles of passage, there may be more passage unknown to the owners, and that there is a very real danger of becoming lost.

I acknowledge that the stream in Wayne Cave is known to flood to considerable depth, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter those portions of 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 Wayne Cave is physically demanding and may require total 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 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 acknowledge that access to Wayne Cave is controlled by a locked gate and that the lock is changed at random times and if I enter the cave at times other than when I have received permission, there is a danger of being locked in the cave by a lock change. I also acknowledge that, due to a mechanical malfunction, deliberate tampering, or accidental actions by others, that I may be unable to get out of the cave due to the gate. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I also acknowledge that the gate door is very heavy and could result in injury if dropped on someone while entering or exiting the entrance. I will not use the gate door as a handhold while climbing in or out of the entrance. I agree to re-lock the gate upon entering and leave the key in a location known to all members of my party while in the cave so that any member of the party may exit in case of an emergency. I will promptly return the key after completion of my trip. I will not duplicate the key.

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 reported 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 Wayne 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 Wayne 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: _____