

Walker Gap Cave Preserve is a non-profit organization committed to protecting and preserving Morrison's Cave and the surrounding wilderness of the Walker Gap area in Saint Claire County Alabama for the public to enjoy for recreational access and caving opportunities, both now and for generations to come.

Morrison's Cave is located within the Walker Gap Cave Preserve, and is available for recreational and/or educational use by the public, though access is prohibited without an official permit. Permits can be requested online through the Walker Gap Cave Preserve Permit Request System at <https://keepwalkergapwild.org/permit-application>. Most cave visits are unsupervised with participants "on-their-own". The Walker Gap Cave Preserve feels it is important that Adult Participants, Minor Participants, and Parents/Guardians of Minor Participants (hereafter referred to as **Participant/Parent**) understand that there are inherent risks associated with caving.

It is important that the **Participant/Parent** understand that Morrison's Cave is not like the developed, maintained, and well-lighted commercial caves with which you may be familiar; there are no paved paths with handrails and steps. Morrison's Cave is an unimproved cave containing many dangers and inherent risks which can include, but are not limited to, the following:

Terrain hazards include, but are not limited to, wet slippery floor surfaces, irregular and uneven footing, loose rocks, narrow ledges above deep drop-offs, open unprotected deep pits, pits that can be entered and exited only by rappelling or climbing a rope, loose/falling rocks, potential cave-ins, and tight spaces requiring one to crawl or squeeze. There have been accidents and fatalities from falling into naturally occurring pits while caving. The entrance to Morrison's Cave is a pit edge. Do not go near any pit edge unless you are trained in safe rope descending and ascending techniques. Do not get close to any area where there is a drop off to the bottom. Be very cautious and careful.

Isolation dangers include, but are not limited to, the cave is not manned by supervisory personnel, no one is here to warn you of specific dangers, medical or rescue help may be no closer than the nearest town, no quick medical help for a critical injury, and your cell phone will not work in the cave and is unlikely to work in the preserve.

Equipment failures can include, but are not limited to, harnesses, ropes, bolts, or ascenders may break, equipment can be lost in a stream or pit, and your light can get wet and fail. *External rainy conditions* affect cave conditions; even at the best of times, caves can be cold, damp, and wet – rain outside the

cave can make these worse causing increased seepage, more hazardous footing, flowing water, mud, and flash flooding.

Mental considerations include, but are not limited to, the possibility of claustrophobia, panic, and disorientation; these can result from or be magnified if one is lost, gets separated from friends, or has a body part entrapped in a tight place.

Animal or micro-organism life in the cave includes danger presented by snakes, ticks, spiders, rodents, mold, fungi and other wildlife. *Water risks* can include, but are not limited to, encountering flowing streams of water, deep pools, and flash floods.

Finally, *human error risks* present an ever-present danger to the caver. These include, but are not limited to, *participant actions* or *co-participant actions* such as over-exertion, caving without experience or help, failure to have adequate equipment, inattentiveness, horseplay, using bad judgment, not following basic caving safety rules, and failing to recognize potential dangers. Other human error risks involve *tour leader* actions. These include, but are not limited to: inadvertent inattentiveness; temporary distraction; insufficient instruction; and failure to adequately warn. Note that all tour leaders are volunteers with caving experience, but have no special training regarding tours. Because of this, errors in judgment regarding progression, injury identification, teaching techniques, use of equipment, participant readiness, or emergency care may occur.

Walker Gap Cave Preserve feels that it is important that the **Participant/Parent** understand that three types of injuries can occur.

Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains, abrasions, cuts, blisters, and bruises.

Serious injuries are less common, but can occur occasionally. They include, but are not limited to, broken bones; concussions; hypothermia, joint injuries (e.g., torn ligaments, tendons, or cartilage), and breathing problems (e.g., histoplasmosis) from microorganisms, fungi, and mold.

Catastrophic injuries are rare; but Walker Gap Cave Preserve feels that every **Participant/Parent** should be aware of this possibility. These infrequent injuries include, but are not limited to, heart attack, stroke, permanent disability, brain injury, paralysis, blindness, and death (including by drowning).

Assumption of Inherent Risks: I, the **Participant/Parent**, have read the preceding paragraphs on pages 1 and 2 of this document, informing and reminding me of the fact that Morrison's Cave is an undeveloped, natural cave containing many dangers. **I understand that all Walker Gap Cave Preserve activities include inherent risks that cannot be eliminated** regardless of the care taken by Walker Gap Cave Preserve.

I **know, understand, and appreciate** the types of injuries inherent in Walker Gap Cave Preserve activities. I hereby assert that **my participation (or that of my minor) is voluntary** and the **Participant/Parent knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of Walker Gap Cave

Preserve: In consideration of permission to participate in Walker Gap Cave Preserve activities, today and on all future dates, **I, the Participant/Parent**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge Walker Gap Cave Preserve**, any linked organizations (by Cooperative Management Agreement, Lease, or Joint Agreement to Manage), the property owner, executive director, board members, employees, volunteers, independent contractors, and organizational partners (hereafter referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from 1) the ordinary NEGLIGENCE** of Walker Gap Cave Preserve or other *protected parties* and/or **arising from 2) the presence of** myself and/or MINOR PARTICIPANT on the premises of Walker Gap Cave Preserve.

This Assumption of Risk, Waiver, and Indemnity Agreement, applies to, but is not limited to, any of the following:

- Illnesses, personal injury (including death), and/or economic loss to the **Participant/Parent** arising from participation in guided cave tours, unguided individual or group caving, or other activities on the premises.
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of Walker Gap Cave Preserve from any claims and rights that **Participant/Parent** may have against Walker Gap Cave Preserve now or in the future.

Indemnification: I, the **Participant/Parent**, also **agree to hold harmless, defend, and indemnify** Walker Gap Cave Preserve and other *protected parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all**

claims of *Releasing Parties* or others acting on behalf of **Participant/Parent**, arising from participation in Walker Gap Cave Preserve Activities or presence on the premises, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify Walker Gap Cave Preserve and Protected Parties against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises utilized for Walker Gap Cave Preserve Activities.

Clarifying Clauses: I, the **Participant/Parent** confirm that:

1. I understand that **this is the entire agreement** between Walker Gap Cave Preserve and me and that it cannot be modified or changed in any way by representations or statements by any agent or employee of Walker Gap Cave Preserve.
2. The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and **inclusive as is permitted by the law** and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

3) If legal action is brought, either the appropriate state trial court for Saint Claire County, Alabama, or the United States District Court for the Northern District of Alabama has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Alabama shall apply.

For Parent or Guardian

Please add a minor's name to this release, **one minor per line. Multiple minors on the same line will delay the review of your permit.**

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor(s) listed below, hereby grant my minor child permission to participate in all Walker Gap Cave Preserve Activities. I realize that I am agreeing to let my child engage in a potentially dangerous activity. Further, **I have read and fully understand this Walker Gap Cave Preserve Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability, including that due to the Inherent Risks of Walker**

Gap Cave Preserve Activities or the Ordinary Negligence of the Protected Parties, to the greatest extent allowed by law.

Additionally, I, the Parent/Guardian of the minor child, assert that **I have explained the inherent risks of Walker Gap Cave Preserve Activities** to my minor child and that the minor understands this Agreement. The following signature is to **affirm understanding of the inherent risks of Walker Gap Cave Preserve Activities and the voluntary assumption of these risks.**

Acknowledgements Relating to Participant and Cave Safety. Please read each statement and write your initials in the blank to the left of each statement.

I, the **Participant/Parent/Legal Guardian** agrees that he/ she and named minor(s):

☐ Know the federal and state laws regarding use of caves and agree to adhere to the law and treat the fragile cave ecosystem with care.

☐ Understand clean caving procedures and agree to follow the clean caving procedures outlined here: <https://www.saveyourcaves.org/cavesafely>

☐ Understand I should NEVER cave alone and that four or more in a party is recommended.

☐ Know that I should let one or more persons know when and where I am caving as well as when I expect to return.

Health Status. The **Participant/Parent/Legal Guardian** agrees that he/ she and named minor(s):

☐ Possesses no health problems or physical disabilities that would make Walker Gap Cave Preserve participation unwise or risk injury.

☐ Understands that Walker Gap Cave Preserve advises all participants to seek medical clearance prior to participation.

☐ Understands that in event of an accident or illness, there is no emergency help immediately available.

Rules and Safety. The **Participant/Parent/Legal Guardian** agrees that he/she and named minor(s):

☐ To follow all rules of the activity and of Walker Gap Cave Preserve.

☐ That Walker Gap Cave Preserve has authority to restrict my participation if it endangers me, other participants, or the cave.

Horizontal Caving. The **Participant/Parent/Legal Guardian** agrees that he/she and named minor(s):

☐ Possesses the required skills, health & fitness level, and knowledge to safely participate in caving.

☐ To wear a helmet with chinstrap; headlamp (with 2 additional backup light sources); appropriate footwear; and any other recommended safety gear.

☐ Is entering an unsupervised, unlit, unimproved cave and is assuming total responsibility for his or her own safety.

Vertical Caving. Vertical caving is defined as any caving activity requiring rope and using a mechanical friction device to slide down a rope in a controlled manner, and/or using a rope ascension system to climb a rope. If participating in any vertical caving activity the **Participant/Parent/Legal Guardian** agrees that he/she and named minor(s):

☐ Possesses the minimum equipment for vertical caving including but not limited to a helmet with chinstrap; headlamp (with 2 additional backup light sources recommended); leather gloves suitable for rappelling; appropriate footwear; commercially manufactured rope of a diameter, construction, and length appropriate for the depth encountered; commercially manufactured harness, preferably one designed for caving; commercially manufactured rappel device suitable for the rope type and the length of rope required for vertical caving; commercially manufactured connectors (e.g. carabiners, screw-links, etc.) as recommended by the manufacturer for your equipment and accessories; quick attach safety (QAS), typically a commercially manufactured handled ascender with a tether and connector affixed to the harness; rope ascension system for rope techniques used in caving with either 2 or 3 attachments to the rope with 3 attachment point systems preferred.

☐ Is proficient in the use of vertical caving equipment and can perform a change-over from rappel to climbing and a change-over from climbing to rappelling. Additionally, is proficient in rigging rope to anchors in an appropriate manner and are aware that rope should be protected from abrasion.

☐ Understands injury or death can occur while vertical caving and assumes all risks with the vertical caving activity.

Walker Gap Cave Preserve – Release Form

Medical Care for Guided Tours. The **Participant/Parent/Legal Guardian** agrees that he/ she and named minor(s):

☐ Authorizes the use of first aid or CPR by Walker Gap Cave Preserve authorities if Walker Gap Cave Preserve deems it is needed.

☐ Authorizes Walker Gap Cave Preserve to secure emergency medical care and transport if deemed necessary.

☐ Agrees to assume all cost of emergency care and transportation.

Acknowledgement of Understanding: I, the Adult Participant have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of Walker Gap Cave Preserve Activities or the ORDINARY NEGLIGENCE of the Protected Parties**, to the greatest extent allowed by law.

First and Last Name

Date of Birth

eMail

Zip Code

Signature

Date/Time