

**LOUISVILLE GROTTO
LIABILITY WAIVER, ASSUMPTION OF RISKS,
RELEASE AND INDEMNIFICATION AGREEMENT
CAVE ENTRANCE, EXPLORATION, STUDY**

Attention: By signing this document, you will waive certain legal rights. Please read carefully.

WARNING

There are significant elements of risk in any adventure, sport, or activity associated with a cave. Certain risks cannot be eliminated without destroying the unique character and natural beauty of the cave and caving activities. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

We do not want to frighten you or reduce your enthusiasm for this activity but we think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I acknowledge that the following describes some, but not all, of the risks: 1) Slips, trips, falls, or painful crashes due to pits, boulders, loose debris, inclines, declines, and wet areas in the cave; 2) risks associated with crossing, climbing, or down climbing; 3) Misuse of equipment or failure of equipment; 4) my physical strength, coordination, sense of balance and ability to follow or give directions while climbing, belaying, crawling, walking, or stooping; 5) fatigue, chill, hypothermia, and/or dizziness, which may cause injury in and of itself or diminish my reaction time and increase the risk of accident; 6) my own inadequate equipment and lack of training; 7) the risk of head injury by falling rocks, debris, slipping and falling, tripping, my own failure to wear a helmet, and banging my head on rock protrusions or the ceiling; 8) non-level ground and walking surfaces such as breakdown, mud, cave formations, water, gravel, and rocks which may cause falls, twisted ankles, and other bodily injury; 9) the complicated labyrinth of passages in a cave which may cause me and other members of my party to get lost; 10) the fact that since all caves are underground they may flood and have high water levels which can cause drowning, hypothermia, and other illness and injuries; 11) abrasion from or entanglement with ropes or equipment; 12) the presence, actions or falls of other members of my party; 12) the fact that caves are dark areas, the very definition of a cave is a natural opening in the earth where light does not penetrate - therefore the risk of entering a cave without adequate lighting for which I am solely responsible; 13) the presence, actions, or falls of other participants; 14) trash, man-made debris and other materials which may be washed into or otherwise accumulate in a cave; 15) the presence or absence of good, breathable oxygen in a cave; 16) farm equipment, farm animals, dogs, vehicles, vegetation which may exist and be hidden on my ingress and egress to and from the cave; 17) the inherent and extreme risks associated with swimming in a cave's water and particularly of cave diving; and 18) wild animals which exist in nature and which may use the cave's entrance or the cave itself for a habitat and all risks associated therewith.

I understand that the description of these conditions and risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

In recognition of the inherent risks of the activity which I, and/or any minor child for which I am responsible, will engage in, I confirm that I am (we are, the minor is) physically and mentally capable of entering, exploring, surveying and/or studying the cave and activity and using any equipment which I/the child may bring along. I/we/he participate(s) willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death) and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I/we also assume the risk for accidents or injury caused by the negligence of any persons engaging in this activity with me/us, including any tour guides, fellow explorers, fellow cavers, friends, and the like, whether such negligence is comparative or contributory. I/we are aware of the risks associated with caves and cave exploration and with utilizing equipment for climbing and repelling in a cave and understand the technical aspects of these activities. I/we accept that climbing in a cave, cave exploration, and particularly cave diving are inherently

dangerous sports. I/we acknowledge that wearing appropriate clothing, footwear, lighting, helmets and equipment are basic safety precautions and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. I/we understand and accept that it is not the responsibility of Louisville Grotto, cave/land owners,volunteers, trip leaders or tail guides, to ensure that I/we have/has this equipment and wear(s) it before my(our) entrance into the cave but my/our sole responsibility.

I (and on behalf of the minor) assume the risks of personal injury, accidents, illness, including but not limited to sprains, torn muscles and/or ligaments, fracture or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, oxygen shortage, hypothermia, head, neck and/or spinal injuries; insect bites or allergic reaction; shock, drowning, paralysis and/or death.

In consideration of the privilege to enter the cave and being allowed to survey, study and/or explore it, I on my behalf and the behalf of any minor in my charge or for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release Louisville Grotto of the National Speleological Organization, the National Speleological Organization, landowners upon whose land I may cross, private owners of caves, and their principals, directors, co-owners, spouses, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property such activity is conducted, from all liability and waive any claim for personal injury, property damage, or wrongful death occurring to me and/or any minor in my charge or for which I am parent, legal guardian or otherwise responsible from any cause whatsoever.

ADULT CAVER/SPELUNKER'S SIGNATURE

SIGNATURE OF PARENT/LEGAL GUARDIAN
OF THE MINOR - IF NOT ACCOMPANYING MINOR

WITNESS

DATE PHONE _____

ADDRESS

Name(s) of minors covered by the above agreement

Age: _____ Relationship:
Age: _____ Relationship:
Age: _____ Relationship:
Age: _____ Relationship:

MAIL TO:
P. O. Box 77
Upton, KY 42784