

Group Name \_\_\_\_\_ Participation Day \_\_\_\_\_ Date \_\_\_\_\_

## INDIANA CAVERNS DEEP DARKNESS CAVING EXPEDITION

### Statement of Awareness – Assumption of Risks and Release of Liability

Name \_\_\_\_\_ Phone \_\_\_\_\_

Minor Child's Name (if under 18) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### Section 1: Acknowledgment of Risks

*(Please put your initials in the spaces provided below)*

I am aware that in signing this document on my behalf, or on the behalf of my minor child/or ward, allowing participation in the Indiana Caverns caving expedition (hereinafter referred to as "activity") that certain elements of the activity are physically, mentally, socially and emotionally demanding.

Furthermore, I understand that certain risks and dangers exist in this activity, which may result in serious injury or fatality. These risks include, but are not limited to: loss or damage to personal property, injury or fatality risks associated with exploring an underground area completely in its natural condition where the footing can be slippery, uneven and treacherous.

I am aware that to be properly equipped, I should be wearing: a helmet at all times; non-slip high top boots; long pants and long-sleeved shirts (in order to provide added protection from scrapes and abrasions); and layered clothing (to help protect against hypothermia.) I understand I will be: climbing an 93-foot ladder, traversing a very steep underground mountain slope (both coming in and out); wading in an underground stream with 56-degree water and limited visibility; and kayaking on an underground river. There is real risk of severe sprains or broken limbs from tripping, slipping or falling on broken rocks or muddy floors and slopes in the cave. I also understand that I will be crawling in places through small openings and climbing up and down muddy slopes and ledges.

I am further aware that my own negligence is a risk. I am aware that these are just some of the known risks and that there are other risks inherent in this activity both known and unknown. I acknowledge that while my expedition leader will make every reasonable effort to instruct me and minimize exposure to known risks, all dangers associated with the activity cannot be foreseen and all risks cannot be eliminated. I have a personal duty and responsibility to learn and follow all safety standards/guidelines and procedures established by the expedition leader and will make him/her aware at

any point during the activity if I question my knowledge of these standards, guidelines or procedures and/or my ability to participate.

*I agree to act in a safe and responsible manner toward the guide and all other participants while participating in this activity.*

**Read and Understood** \_\_\_\_\_

#### Section 2: Express Assumption of Risk and Personal Responsibility

I acknowledge and understand that there are inherent dangers (hazards and perils) associated with the Deep Darkness Caving Expedition. I understand there may be other risks both known and unknown. I assume all these risks, even if arising from the negligence of Indiana Caverns, LLC or others. *I assume full responsibility for my participation.*

I understand that this is a physically and mentally demanding trip. I confirm that I am physically and mentally capable of participating in this trip.

I acknowledge that these risks may include, but are not limited to: misinformation and instructions (or lack thereof), equipment malfunction, equipment misuse by either the participant or other participant or employees of Indiana Caverns, LLC. I acknowledge that any consequential injuries received may be compounded by negligent rescue operations or procedures of the Released Parties and others.

**Read and Understood** \_\_\_\_\_

#### Section 3: Release of Liability

In consideration of the service and facilities provided, I, for myself and for my minor child, do hereby release, waive and discharge Indiana Caverns, LLC, their officers, employees, principals, managing and limited partners, agents, volunteers, (all of whom for the purposes of this release are referred as "Released Parties"), from any and all liability to the undersigned's personal representatives,

assigns, heirs, and next of kin, for ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF ALL KINDS OF THE RELEASED PARTY OR OTHERWISE.

**Read and Understood** \_\_\_\_\_

**Section 4: Indemnification**

The undersigned hereby agrees to be financially responsible, indemnify, save and hold harmless the Released Parties as mentioned in Section 3 and each of them for any loss, liability, damage, or cost the Released Parties incur from the undersigned's participation in the above-described activity, whether caused by the negligence of the Released Parties or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against the Released Parties.

**Read and Understood** \_\_\_\_\_

**Section 5: Scope of Release and Indemnity**

The undersigned expressly acknowledges and agrees that the above-described activity is dangerous and involves the risk of serious injury and /or damage to any property you take with you. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state of Indiana and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, I give Indiana Caverns, LLC permission to use photo and video taken at this facility in promotional materials.

**Read and Understood** \_\_\_\_\_

**THE UNDERSIGNED HAS READ, AGREES TO AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

REV 9/5/15

For Parents/Guardians of Participants of Minority Age (must be at least 16 yrs old to participate)  
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above the Released Parties, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law.

Minor Child's Name(s) 1. \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

2. \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date Signed

**Emergency Contact & Relationship to Participant**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_