

**ROBINSON LADDER CAVE  
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, the undersigned, (please print) \_\_\_\_\_, in consideration of my being granted permission, from time to time, to visit Robinson Ladder Cave, Crawford County, Indiana, such permission granted to me at my specific request, 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 my visiting Robinson Ladder Cave or the corresponding property, from which any liability may or could accrue to the Indiana Karst Conservancy, Inc., its Executive Board, agents, and members, and assume all risks of injury to myself, including death by drowning or other accident, and to my property, while participating in cave exploring or in any activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on or within the bounds of their property.

I acknowledge that Robinson Ladder Cave is an endangered species bat hibernaculum and I will only enter the cave between May 1<sup>st</sup> and August 31<sup>st</sup>. I acknowledge that entering the cave at other times, during the closure period, is a federal crime punishable by up to a \$50,000 fine and up to one-year imprisonment.

I acknowledge that Robinson Ladder Cave is a completely "wild" cave 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 below. I desire to visit Robinson Ladder Cave and will do so completely at my own risk.

I acknowledge that Robinson Ladder Cave contains over 1,700 feet of passage, there may be more passage unknown to the owners, and that a very real danger of becoming lost exists.

I acknowledge that Robinson Ladder Cave contains several vertical pitches, including the entrance, which may require vertical equipment and skills or a cable ladder to proceed. I also acknowledge that the cave contains at least one in-cave pit that requires vertical equipment to drop and ascend.

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

I acknowledge that the water in Robinson Ladder Cave may be polluted by unknown means and may be dangerous to my health.

I acknowledge that the cave is dusty and breathing such dust could result in respiratory complications or histoplasmosis.

I acknowledge that there may be higher levels of radioactivity in a limestone cave as compared to the surface of the earth for completely natural reasons and that the effect of this radiation on a cave explorer is unknown.

I acknowledge that due to vertical gear malfunction or other reasons of entrapment, 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 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. I will not urinate or leave other bodily wastes in the cave.

I will not camp in the cave.

I will not make any changes to the cave including installing bolts, digging out of crawlways, using explosives, or otherwise modifying the passages.

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 will not knowingly take any person into Robinson Ladder Cave who has not signed an agreement similar to this one.

I understand that it is a criminal act under Indiana law to knowingly harm any cave fauna or speleothem.

I acknowledge that this liability waiver is applicable and enforceable for any other caves that may be on the same property as Robinson Ladder Cave, if I enter any such caves knowingly, or by accident.

I, for myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the Indiana Karst Conservancy, Inc., harmless and blameless for any injury to myself, including death, occasioned by my participation in, or presence at caving activities, whether resulting by or through the negligence of the Indiana Karst Conservancy, Inc., their agents, servants, officers, or employees. Should I, my heirs, personal representatives, or assigns, institute any action against the Indiana Karst Conservancy, Inc., arising out of injury to myself or property, then and in that event, I for myself and my heirs, legal representatives, and assigns, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by them.

WITNESS my hand and seal this 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 \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Birth Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Never cave alone. Carry three sources of light. Tell someone where you have gone and when you will return.  
For rescue call the Indiana Caver Rescue Pager 812-351-0781 or the Indiana State Police 812-332-4411.**