

**SHAFT 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 Shaft Cave, Monroe 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 Shaft Cave or the adjacent property, from which any liability may or could accrue to the current owner or owners of record, their heirs, executors, and administrators, and the Indiana Karst Conservancy, Inc., its Executive Board, 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 Shaft 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 Shaft Cave and will do so completely at my own risk.

I acknowledge that the entrance to Shaft Cave is a vertical shaft at least seventy-six feet deep that can not be free climbed and that it is impossible to climb a rope hand-over-hand for that distance. I am experienced with the proper vertical equipment and techniques.

I acknowledge that there is a second pit near the bottom of the first that is at least twenty feet deep and requires a rope or cable ladder.

I acknowledge that the lower stream crawl in Shaft Cave may flood completely, and that it is impossible to predict the time lag between rainfall and flood-flow in the cave.

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 Shaft Cave may be polluted by unknown means and may be dangerous to my health.

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, but that smoking increases the amount of this radiation absorbed by the body.

I acknowledge that due to tampering by others, that my rope may be stolen or otherwise made unusable such that 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 make any changes to the cave including digging out of crawlways 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 Shaft 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, for myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the owner or owners of record and 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 owner or owners of record or the Indiana Karst Conservancy, Inc., their agents, servants, officers, or employees. Should I, my heirs, personal representatives, or assigns, institute any action against either the owner or owners of record or 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 State Police 812-332-4411**