

**SULLIVAN 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 Sullivan Cave, Lawrence 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 assignees, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my visiting Sullivan Cave or the adjacent properties (above or below ground), from which any liability may or could accrue to the Indiana Karst Conservancy, Inc, its executive board and officers, committees, agents, administrators, and members; other property owners which Sullivan Cave may pass under; and trip leaders and trip members and assume all risks of injury to myself, including death by drowning, falls, 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 the subject properties.

I acknowledge that Sullivan 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 Sullivan Cave and will do so completely at my own risk.

I acknowledge that Sullivan Cave contains at least nine miles of passage, there may be more passage unknown to the owners, and that a very real danger of becoming lost exists.

I acknowledge that regions of Sullivan Cave are physically demanding and may require total immersion in 54F water with the attendant risks.

I acknowledge that the stream in the lower passages in Sullivan Cave is known to flood to a depth of at least twelve feet, that other parts of the 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 the water in Sullivan Cave is polluted by unknown means and may be dangerous to my health.

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 access to Sullivan Cave is controlled by a locked gate and that the lock is changed at random times. If I enter the cave at times other than that for which I have received permission, there is a real danger of being locked in the cave by a lock change.

I acknowledge that, due to a mechanical malfunction of the gate or lock, 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 acknowledge that the gate door is very heavy and could result in injury if dropped on someone while entering or exiting the entrance. I will engage the safety latch and will not use the gate door as a handhold while climbing in or out of the entrance.

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 understand that it is a criminal act under Indiana law (IC 35-43-1-3) to knowingly harm any cave fauna or speleothem.

I acknowledge that no compensation, other than a share of expenses, has been given to the trip leader or organizer of this trip as this is not allowed.

I understand that I am a licensee on this property and that owner's liability towards me is limited by Indiana statute IC 14-22-10-2.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Indiana Karst Conservancy, its executive board and officers, agents, members; and the trip leaders and trip members 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, its executive board and officers, agents, members; other property owners which Sullivan Cave may pass under; or trip leaders or trip members, their agents, servants, officers, or employees. Should I, my heirs, personal representatives, or assignees, institute any action against either the owner or owners of record or the trip leader or trip members arising out of injury to myself or property, then and in that event, I for myself and my heirs, legal representatives, and assignees, 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**