

# How to fill out an IKC Cave Waiver

Jan 4, 2019

The waiver should be completed no later than 24 hours prior to the trip. If sending the waiver electronically please confirm that waiver is legible, otherwise provide a hard copy to the cave Patron.

First – Read **carefully** and **understand** this part of the waiver. If you have any questions please ask the Cave Patron.

Second – If you understand and agree to the above terms and conditions, complete this part of the waiver per attached instructions.

**SULLIVAN CAVE  
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the Sullivan Cave Preserve and Sullivan Cave, Lawrence County, Indiana, 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 visiting Sullivan Cave or the corresponding properties, from which any liability may or could accrue to the Indiana Karst Conservancy, Inc., its Executive Board, agents, members, and any other landowners which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, rock fall, falling, or other accident, and to my property, while participating in cave exploring, hiking, or in any other in-cave or surface activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of their properties.

I acknowledge that Sullivan Cave is completely "wild" 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 above and below. I desire to visit Sullivan Cave and will do so completely at my own risk.

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

I acknowledge that the stream in the lower passages in Sullivan Cave is known to flood completely, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter those portions of the cave during high flow times, or when the weather is questionable or ground thaw could occur. Doing so could result in death by drowning, hypothermia, or entrapment.

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

I acknowledge that the water in Sullivan Cave may be polluted by unknown means and may be dangerous to my health if ingested or by contact.

I acknowledge that steep, slippery mud banks, exposed climbs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, 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 also carry multiple light sources suitable for wet/completely submerged conditions.

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 when I have received permission, there is a real danger of being locked in the cave by a lock change. I also acknowledge that, due to a mechanical malfunction or tampering by others, that I may be unable to get out of the cave due to the gate. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I also 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 not use the gate door as a handhold while climbing in or out of the entrance. I agree to re-lock the gate upon entering and leave the key in a location known to all members of my party while in the cave so that any member of the party may exit in case of an emergency. I will promptly return the key after completion of my trip. I will not duplicate the key.

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, nor will I leave or deposit bodily waste in the cave. Likewise, I will not camp in the cave as it can impact the environment.

I will not enter the cave with muddy-soled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Geomyces destructans* or other pathogens that may have negative impacts on the fauna of the cave. Equipment and clothing known to have been used in contaminated areas will be decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering Sullivan Cave. Likewise, I will properly clean my clothing, and boots AFTER visiting this cave.

I will not make any changes to the cave including digging out of crawlways, setting bolts or other hardware, or otherwise modifying the passages.

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

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 has been given to the trip leader or organizer of this trip (sharing transportation costs is acceptable).

I understand that I am a licensee on this property and that owner's liability towards me is limited by Indiana statutes IC 14-22-10-2 and 34-31-9.

**WARNING** - Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

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, agents, members, and adjacent associated landowners harmless and blameless for any injury to myself, including death, occasioned by my participation in caving and surface activities, whether resulting by or through the negligence of the Indiana Karst Conservancy, its Executive Board, agents, members; or adjacent associated landowners. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver, 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 \_\_\_\_\_

Printed name \_\_\_\_\_

Signed \_\_\_\_\_

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

Revision 9/2017

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 \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Trip leader/group: \_\_\_\_\_

Date of trip: \_\_\_\_\_

Use only the latest version found at <http://www.ikc.caves.org/cave-liability-waivers>

# How to fill out an IKC Waiver

**SULLIVAN CAVE**  
**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, the undersigned, in consideration of not being granted permission upon any specific request to visit the Sullivan Cave Preserve and Sullivan Cave Lawrence County, Indiana, hereby agree to Release, I acknowledge, defend, and indemnify the several, my heirs, personal representatives, and assigns WAIVE my right or cause of action of any kind whatsoever, arising as a result of visiting Sullivan Cave or the surrounding properties, those which my liability may or could accrue to the Sullivan Cave Conservancy, Inc., its Executive Board, agents, members, and any other individuals which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, rock fall, sliding, or other accident, not to my property, while participating in cave exploring, hiking, or in any other activity or activities incident thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of these properties.

I acknowledge that Sullivan Cave is completely "wild" and no arrangements 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 above and below. I choose to visit Sullivan Cave and will do so completely on my own risk.

I also acknowledge that Sullivan Cave consists of at least one mile of passage, there may be more passage unknown to the visitors, and that there is a very real danger of becoming lost.

I acknowledge that the access to the lower passages in Sullivan Cave is known to David completely, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter those portions of the cave during high flow times, or when the weather is questionable or ground flow could occur. Doing so could result in death by drowning, hypothermia, or exhaustion.

I acknowledge that the entry of Sullivan Cave is physically demanding and may require vital assistance in "Y" turns with the smallest risks.

I acknowledge that the water in Sullivan Cave may be polluted by unknown wastes and may be dangerous to my health if ingested or by contact.

I acknowledge that steep, slippery and loose, exposed cliffs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, 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 also carry multiple light sources suitable for the recommended underground conditions.

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 when I have received permission, there is a real danger of being trapped in the cave by a lock change. I also acknowledge that, due to a mechanical malfunction or misreading by others, the gate may be unable to get out of the cave due to the gate. I will prepare for this eventuality by making someone my plans and carrying adequate food and clothing. I will also acknowledge that the gate does not close until it is closed or damaged in some way resulting in entrapment. I will not use the gate as a bathroom or for any other purpose while climbing in or out of the entrance. I agree to not lock the gate open evening and leave the key in a location known to all members of my party while in the cave and any member of the party may take it in or out of the cave. I will promptly return the key after completion of my trip. I will not duplicate the key.

I will not leave anything in the cave that I took in with me and I will not bring anything into the cave except the animal and on my clothing and equipment to the cave. I will not leave or deposit bodily waste in the cave. Likewise, I will not camp in the cave or in the aspect of the entrance.

I will not use the cave with alcohol or under the influence of any other intoxicating substance in the cave or at least eight hours before visiting the cave.

I understand that it is a criminal act under Indiana law (IC 14-43-5-3) to knowingly bring any cave fauna or speleothems into the cave.

I acknowledge that an investigation has been given to the trip leader or organizer of this trip (during my participation in an exception).

I understand that I am on location on this property and that owner's liability towards me is limited by Indiana law (IC 14-22-10-2 and 14-23-4).

**WARNING:** Under Indiana law, an agreement provided is not liable for an injury to, or the death of, a participant in a recreational activity at this location if the death or injury results from the inherent risks of recreational activity. Inherent risks of recreational activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death. Your participation in or in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this recreational activity.

I, the undersigned, my heirs, personal representatives, or assigns, from the date of my release and waiver agreement, and forever hereafter, hold the Sullivan Cave Conservancy, Inc., its Executive Board, agents, members, and assigns harmless and defend them from any action against them to be held harmless in this and in that event, I, the undersigned, my heirs, personal 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 \_\_\_\_\_

Printed name \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

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

Revision 9/2017

Trip leader/group: \_\_\_\_\_

Date of trip: \_\_\_\_\_

If the caver is over 18 years old or older fill out these sections

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

Printed name \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Birth 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 \_\_\_\_\_~~

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

~~Signed \_\_\_\_\_~~

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

Trip leader/group: \_\_\_\_\_

Date of trip: \_\_\_\_\_

Revision 9/2017

If the caver is under 18 years old fill out these sections

If the caver is under 18 the parent or legal guardian must fill out this section as well

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

Printed name \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Birth 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 \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Trip leader/group: \_\_\_\_\_

Date of trip: \_\_\_\_\_

Revision 9/2017

If the caver is 18 years or older fill out these sections

WITNESS my hand and seal this date Date form filled in

Printed name Caver's printed name

Signed Caver's signature

Address Caver's current home address

Birth Date Caver's date of Birth

Revision: 9/2017

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 \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Trip leader/group: Name of trip leader

Date of trip: Date of trip

## Caver under 18 years old

WITNESS my hand and seal this date Date form filled in

Printed name Caver's printed name

Signed Caver's signature

Address Caver's current home address

Birth Date Caver's date of Birth

Revision 9/2017

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 Parent's signature

Printed Name Parent's printed name

Signed Parent's signature

Printed Name Parent's printed name

Trip leader/group: Name of trip leader

Date of trip: Date of trip