### LOWRY KARST PRESERVE MANAGEMENT PLAN JENNINGS COUNTY, INDIANA

Adopted September 28, 2019

**INTRODUCTION:** The Indiana Karst Conservancy, Inc (IKC) will manage the Lowry Karst Preserve, Lowry Cave, and any of other smaller incidental caves/karst features on the property so that they will be available for recreation enjoyment and scientific study by responsible cavers while at the same time protecting the preserve and cave(s) for future generations of cavers. The preserve consists of 6.66 acres along Graham Creek in southern Jennings County. The surface property will be managed to enhance the overall natural setting while protecting the sub-surface resources.

HISTORY OF LOWRY CAVE AND THE PRESERVE: Lowry Cave was first mentioned in caving literature by Carl Krekeler (BIG 5#1, September 1958) in an article describing cave beetles. Dr Julian Lewis visited the cave in 1983 to further document the biology of the cave (*Cavern Development in the Muscatatuck Regional Slope of Southeastern Indiana*). The cave was not formally mapped and described until 1997 by Jerry Litaker (CIG 41#11). With that all said, the cave has been known locally since the 19<sup>th</sup> Century. It is shown on an 1884 Atlas of Jennings County and with a "major" road (Old Settler's Road) passing immediately over the entrance of Lowry Cave, it was likely known since the late 1700s. It has been reported by the prior owner, Larry Wilkerson, that the Lowry/Wilkerson family has owned the property since just after the Revolutionary War, when the property was land granted to his ancestors.

On August 2, 2019, the IKC purchased the 6.66 acre tract including the entrance to Lowry Cave, providing permanent management/protection to the cave and preserve. This tract had been listed by a Realtor several months prior. The IKC investigated the opportunity and negotiated an accepted Purchase Agreement on May 31. As part of the closing process, we had the property re-surveyed, as the existing legal description of the property was marginal at best.

**SUBSURFACE RESOURCES:** Lowry Cave has a surveyed length of 1970 feet. The description by Jerry Litaker from the CIG Newsletter CIG 41#11 (November 1997):

Lowry Cave is located in a bluff above Graham Creek just east of the town of Commiskey in Jennings County, Indiana. It is one of the more impressive entrances in the county, measuring 75 feet wide. In the middle is a huge limestone column supporting the ceiling, making the ceiling heights vary from 8 to 18 feet. The entrance room measured over a hundred feet long. The first 900 feet of passage consisted of a 15-foot-wide flood tube averaging four feet tall with some walking passage. Water is backed up in this section to about two feet deep. With this section traversed, a tall room is encountered. To the left, an upper level can be entered with two other entrances located in the ceiling of the main passage. The upper level has 141 feet of constricted passage filled with formations and

salamanders. Continuing on the main passage for 100 feet, a lead on the left, which was named Gasoline Alley can be found. If one makes it through the slop, some nice formations can be seen. Back on the main route, after about 100 feet, a small lead on the right can be found, which was surveyed for 181 feet. It was still going as a wet belly crawl beyond the survey. The main passage goes another 300 feet of walking cave. At the end, a water line and a filled-in entrance can be seen.

There are numerous other karst features on the property, some of them may be significant enough to be considered "caves". A complete cave/karst inventory of the property should be conducted.

The oldest reference to the fauna of Lowry Cave was the description of a new species of cave beetle *Pseudanophthalmus chthonius* by Krekeler (1973). The type-locality of the species was designated as Wilson Cave, Jefferson County. Dr. Krekeler had visited Lowry Cave on June 9, 1957 and collected two of these tiny (ca. 4.5 mm) red beetles, which he designated as paratypes of the species. Other localities for the species were Morris Cave, Jefferson County, and Indian and Peyton Beechwood caves, Clark County. Lewis (1983) reported visiting the cave and collecting the subterranean isopod *Caecidotea stygia*. At that time there was an animal feedlot over the cave and the stream was degraded to the point of deterring exploration, but still harbored the crustaceans.

Nothing more has been recorded about the fauna of the cave. Keith Dunlap and Jerry Lewis visited the cave on May 10, 2019 to evaluate the property for potential acquisition. At that time the isopod *Caecidotea stygia* was again found in the stream, along with the cave amphipod *Crangonyx lewisi*, and a juvenile of the Cavespring crayfish *Cambarus tenebrosus*. The cave-orb weaver *Meta ovalis* was common in the entrance room, and one Indiana bat *Myotis sodalis*. The spring amphipod *Gammarus minus* was present in the stream issuing from the cave.

A wet-weather soil seep was found on the trail in front of the cave, and the amphipod *Caecidotea rotunda* and the amphipod *Crangonyx lewisi* were found in it. The presence of two species of subterranean isopod in the same site is quite unusual in Indiana.

Krekeler, Carl H. 1973. Cave beetles of the genus *Pseudanophthalmus* (Coleoptera: Carabidae) from the Kentucky Bluegrass and vicinity. Fieldiana Zoology, 62 (4): 35-83.

Lewis, Julian J. 1983. The obligatory subterranean invertebrates of glaciated southeastern Indiana. N.S.S. Bulletin, 45 (2): 34-40.

**MANAGEMENT PERSONNEL:** Within this document, the following individuals and groups will have management responsibilities:

- IKC Executive Board The membership elected governing Board of the IKC.
- **Property Manager** The IKC Executive Board appointed individual whose primary responsibility is to oversee and manage the property with the exception of Lowry Cave. The Property Manager is required to make an annual report to the IKC Executive Board pertaining

to the property. The Property Manager will function as the back-up for the Cave Patron when the Patron is unavailable.

- Cave Patron The IKC Executive Board appointed individual whose primary responsibility is to oversee Lowry Cave. This includes arranging access, monitoring impact, and maintaining usage records. The Cave Patron is also required to make an annual report to the IKC Executive Board pertaining to the cave, visitation usage, incidents, etc. The Property Manager and Cave Patron may be one in the same person on some of the IKC preserves.
- **Property Management Committee** This committee generally will consist of the Property Manager and the Cave Patron, and any other designated official or unofficial volunteers who assist with maintaining the property and cave. The Property Manager and/or Cave Patron typically would select/recruit these volunteers on an as needed basis.
- **Grotto Liaisons** These are approved representatives from the grottos that have signed a cooperative agreement with the IKC for arranging access to specific caves covered in the agreement. However, initially Lowry Cave will be excluded from this access program until improved parking is added and other logistical issues are worked out.

**SUBSURFACE MANAGEMENT:** Lowry Cave and any incidental cave(s) that may be on the property will be managed as natural "wild caves". Generally, no improvements for the convenience of visitors will be allowed or desired. Digging or other alterations for exploration/expansion of the cave(s) are prohibited without approval of the IKC Executive Board.

Cave restoration, other than trash removal, is limited to IKC sponsored trips. The purpose is to keep all restoration techniques consistent with IKC approved practices and to protect historic signatures that may be in the entrance room of the cave.

Due to the concerns about the impact of food, cooking, elimination, and the like, no camping will be allowed in Lowry Cave, including the entrance room without approval of the IKC Executive Board. Likewise, no smoking or the use of alcohol or other substances is permitted in Lowry Cave.

**CAVE ACCESS POLICY:** The cave(s) are open to organized, responsible cavers. All persons entering the caves will be *required* to sign a liability waiver agreement, follow surface and subsurface rules established by the IKC, and agree to protect the caves' natural resources. The Cave Patron can authorize or deny ordinary recreational cave trips. All extraordinary trips, such as research or professional/commercial video trips, must be approved by the IKC Executive Board.

All trips must have a trip leader responsible for the party. The trip leader is responsible to ensure that all conservation, safe caving, and decontamination practices are followed as defined by the established rules. Recommended minimum group size is no less than three. Recommended maximum group size is no more than ten, excluding sponsored trips by NSS-affiliated grottos. There must be an adult of the immediate family for any child under the age of 12.

Prior to the trip, the trip leader will receive a liability waiver agreement (similar to Appendix B or B1) and the visitation rules (Appendix C) to be followed while on the property. Participants under 18 years of age must have one or more parent/guardian signature(s) on their liability waiver agreements.

The trip leader will be responsible for having each participant read and sign a copy of the liability wavier at least 24 hours prior to the trip, then return the waivers to the Cave Patron prior to the trip. Failure to administer and turn in the waivers will result in denial of future visits. The trip leader will also inform all participants of the visitation rules before entering the property. The rules cover appropriate precautions while changing clothes before and after the trip, keeping a low profile to promote harmony with neighbors, the path to take to the cave entrance, precautions related to the weather, and information pertaining to emergencies. Any improper behavior reported to the Cave Patron may result in denial of future visits. Organizations such as the Boy Scouts are expected to comply with their internal rules related to cave trips in addition to the policies outlined by the IKC.

### Monetary compensation of the trip leader (cave-for-fee) is strictly prohibited.

The waivers will be kept on file for a minimum of two years and new waivers will be required for each trip. The Cave Patron will maintain a log of trips and visitors to the caves to assess visitation impact on the resources. Those wishing to visit Lowry Cave should contact the Cave Patron to arrange access. Those wishing to visit the incidental caves or camp on the property should generally contact the Property Manager.

The IKC will vigorously prosecute any violations of the Indiana Cave Resource Protection Act, IC 35-43-3 (Appendix D) or any other vandalism on the property.

**SURFACE RESOURCES:** The property consists of 6.66 acres of mostly wooded terrain. Lowry Cave is located in the northwest corner of the property. There are numerous other karst features on the property. The property is oddly shaped and follows Graham Creek along its "eastern" boundary. There are currently no maintained trails on the property.

SURFACE MANAGEMENT: Selective management of surface resources will be done to maintain or enhance the natural characteristics of the property. The forested areas will generally not be modified other than professionally recommended timber stand improvements (TSI) that would improve the diversity and natural health of the property. Tree cutting should be avoided other than for safety considerations or for road/trail access/maintenance. However, the control of invasive species will be encouraged and undertaken as needed. A lane gate may be installed and maintained, allowing for a secure and more secluded parking area. A trail will be marked and maintained to the Lowry Cave entrance. Other trails may be established and maintained on the property at the discretion of the IKC Executive Board. The property boundaries have been marked and permanent corner posts have been set and will be maintained. An informational kiosk may be constructed on the property. A maintained camping area and designated fire pit

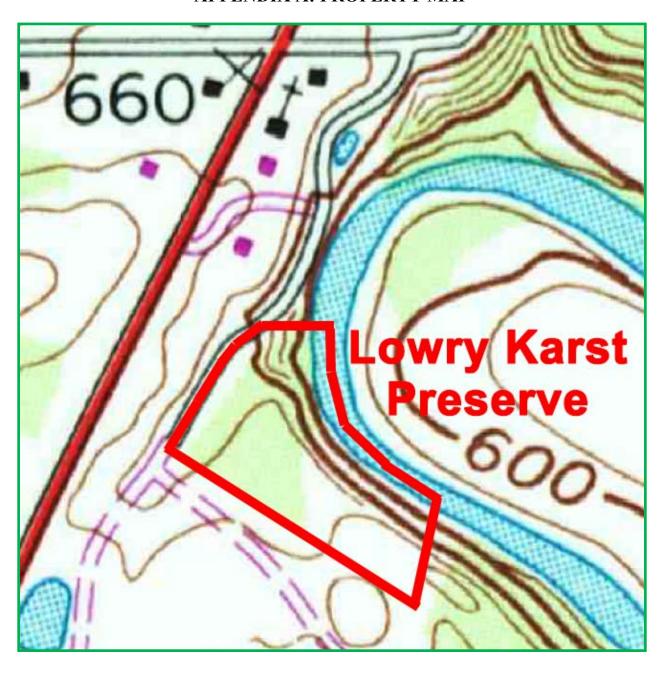
may be established on the property. Vertical training/rappelling on the bluffs may be permitted after impact to such activities are further evaluated, and may be limited to designated spots.

Collecting on the property will be prohibited with the exception of mushrooms, berries, and nuts. Hunting will also be prohibited. The discharging of firearms, fireworks, or other explosive devices will not be allowed. Digging or other surface modifications are prohibited without approval of the IKC Executive Board.

**SURFACE ACCESS:** Access to the property is by means of an unmaintained county road. Because this right-of-way crosses a neighbor's property, great care should be taken to drive slowly (5 mph or less) upon leaving the paved county road. The property is also adjacent to a church and daycare, so maintaining a low and quiet profile while approaching and being on the property is critical in consideration of our neighbors. Entering and hiking on the property by the general public will neither be encouraged nor discouraged, and generally will not require permission. However, other surface activities may need permission and coordination through the Property Manager.

**CAMPING:** Camping on the property may eventually be allowed, but restricted. If allowed, camping privileges will be granted only to IKC members and their accompanying guests. The behavioral expectations of those camping on the property will be that the campers are quiet and keep a low profile. Camping will be arranged through the Property Manager. Camping will be restricted to designated areas only. Campfires will only be allowed in designated fire rings and must be fully extinguished prior to leaving the area. Dead and downed wood may be collected from the property for use as firewood. All trash must be packed out. Campers must abide by any and all local/state firewood bans. Check the IDNR website for details on current restrictions.

### **APPENDIX A: PROPERTY MAP**



### APPENDIX B: RELEASE AND WAIVER LIABILITY FORM

# LOWRY CAVE RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the Lowry Karst Preserve and Lowry Cave, Jennings 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 Lowry 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 Lowry 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 Lowry Cave and will do so completely at my own risk.

I acknowledge that Lowry Cave contains approximately 2000 feet of mapped passage, there may be more passage unknown, and that there is a danger of becoming lost.

I acknowledge that the stream in Lowry Cave has the potential to flood completely to the ceiling, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter 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 Lowry Cave is physically demanding and may require total immersion in 54°F water with the attendant risks.

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

I acknowledge that 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 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 or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the cave. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering Lowry Cave. Likewise, I will properly clean and decontaminate all my equipment, 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 Lowry Cave who has not signed a liability 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 the 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 the various parties or their respective liability insurance companies.

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
Printed name	
Signed	Signed
Address	Printed Name
	Signed
Birth Date	Printed Name
	Trip leader/group:
Revision 08/2019	Date of trip:

### APPENDIX B1: RELEASE AND WAIVER LIABILITY FORM

## IKC "INCIDENTAL" CAVES RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, in consideration of me being granted permission upon my specific request to visit one of the "incidental" caves on IKC-owned or managed properties in 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 one or more of these "incidental" caves 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, collapse, 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 these "incidental" caves are 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 these caves and will do so completely at my own risk. Further I acknowledge that these "incidental" caves are rarely visited and thus may be more unstable than the primary caves on the property.

I also acknowledge that these "incidental" caves contain known mapped and unmapped passages, and passages unknown to the owners, and that there is a very real danger of becoming lost.

I acknowledge that some of these "incidental" caves may contain streams that could flood to considerable depth, and that it is impossible to predict the time lag between rainfall and flooding in these caves. I will not enter those portions of the caves 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 some of these "incidental" caves may contain exposed areas and vertical pits that may require ropes and vertical gear, and should not be attempted without specialized vertical skills and experience.

I acknowledge that these "incidental" caves are physically demanding and may require total immersion in 54°F water with the attendant risks.

I acknowledge that the water in these "incidental" caves 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. Further, to aid in search and rescue activities should I not return by the designated time, I agree to leave some type of personal property outside the entrance of the cave to indicate which cave my party has entered.

I will not leave anything in these caves that I took in with me and I will not bring anything extra out of the caves except the normal mud on my clothing and trash left by other cavers, nor will I leave or deposit bodily waste in the caves. Likewise, I will not camp in the caves as it can impact the environment.

I will not enter these caves with muddy or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the reported cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the caves. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering the caves. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting these caves.

I will not make any changes to the caves including digging out of crawlways, setting bolts or other hardware, or otherwise modifying the passages without explicit permission and approval from the Executive Board of the IKC.

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

I will not smoke in these caves. I will not use any alcohol or other intoxicating substances in the caves or for at least eight hours before visiting these caves.

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 the various parties or their respective liability insurance companies.

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
Printed name	$\mathcal{C}$
Signed	Signed
Address	Printed Name
	Signed
Birth Date	Printed Name
	Trip leader/group:
Revision 04/2019	Date of trip:

### APPENDIX C: LOWRY CAVE AND PROPERTY VISITATION RULES

All visitors should review the following rules before entering onto the Lowry Karst Preserve. These rules must be followed to protect the cave(s), the property, the IKC, and all visitors. It is also important to follow these rules to maintain a good relationship with the adjacent landowners. Remember you are a guest on this property and represent all cavers that come after you. Please be on your best behavior.

- 1) Follow all rules and requests of the Cave Patron and Property Manager.
- 2) Drive slowly and quietly on the access lane back to the IKC property.
- 3) Park in the defined parking area.
- 4) No Motorized vehicles, bicycles, or horses are permitted beyond the parking area.
- 5) Keep a low profile at all times while on the property. Do not change clothes in sight of the road or nearby property owners.
- 6) Follow the designated path from the parking area to the entrance of the cave. Do not short-cut the trail to the cave that could cause impact or erosion.
- 7) Do not enter the cave during high water conditions.
- 8) Do not enter the cave under the influence of alcohol or other substances.
- 9) Do not smoke in the cave.
- 10) No pets in the cave.
- 11) Before leaving the parking area, be sure to pick up all trash, clothing, etc.
- 12) Camping is allowed with permission, with at least one person in the group being a current member of the IKC. Approved camping areas will be defined by the Property Manager at the time of your request.
- 13) Hunting, trapping, collecting roots, discharging firearms, fireworks, and cutting of standing trees are prohibited.

- 14) Harvesting of berries, nuts, and mushrooms is allowed.
- 15) Digging and other surface disturbing activities are prohibited without express permission from the IKC Executive Board.
- 16) Never cave alone. Wear a helmet. Carry three sources of light. Tell someone where you have gone and when you will return. For rescue, please refer to the contacts on the Emergency Signage located near the Lowry Cave entrance.

### APPENDIX D: INDIANA CAVE PROTECTION LAW

### IC 35-43-1-3 (cave resource protection law):

#### Enacted 1983

- (a) As used in this section:
- "Cave" means any naturally occurring subterranean cavity, including a cavern, pit, pothole, sinkhole, well, grotto, and tunnel whether or not it has a natural entrance.
- "Owner" means the person who holds title to or is in possession of the land on or under which a cave is located, or his lessee, or agent.
- "Scientific purposes" means exploration and research conducted by persons affiliated with recognized scientific organizations with the intent to advance knowledge and with the intent to publish the results of said exploration or research in an appropriate medium.
- (b) A person who knowingly and without the express consent of the cave owner:
- (1) disfigures, destroys, or removes any stalagmite, stalactite, or other naturally occurring mineral deposit or formation, or archeological or paleontological artifact in a cave, for other than scientific purposes;
- (2) breaks any lock, gate, fence, or other structure designed to control or prevent access to a cave;
- (3)deposits trash, rubbish, chemicals, or other litter in a cave; or
- (4) destroys, injures, removes, or harasses any cave-dwelling animal for other than scientific purposes;

commits a Class A misdemeanor.