

GROTTO LIAISON AGREEMENT

SECTION I: PARTIES

This agreement is entered into by:

The INDIANA KARST CONSERVANCY, INC. (hereafter referred to as the IKC), a non-profit corporation organized under the laws of the State of Indiana, and having a mailing address of P.O. Box 2401, Indianapolis, IN 46206-2401

And:

The _____ GROTTTO (hereafter referred to as the Grotto), an internal organization chartered by the National Speleological Society, Inc., having the mailing address of _____

SECTION II: PURPOSE

The IKC and the Grotto share mutual goals concerning cave conservation and are committed to protecting the geological, biological, archaeological, historical, and cultural resources of caves and other karst. In the interest of providing reasonable access to suitable caves in which responsible visitors may develop an informed appreciation for the caves and karst, the IKC and the Grotto wish to cooperate in the manner outlined in this agreement.

SECTION III: DEFINITIONS

The following terms are defined as:

Grotto Liaison – A person appointed by the Grotto to coordinate access for their Grotto's members to the caves classified as Liaison Accessible.

Cave Patron – The person appointed by the IKC who is responsible for overseeing the management and stewardship of their designated cave. The Patron is the primary contact for any access or management question related to that cave.

Liaison Agreement Coordinator - A person appointed by the IKC to handle the details of this agreement and to coordinate the annual reporting between the Grotto Liaison and the Cave Patrons. This position is responsible for distribution and collection of keys, Release and Waiver of Liability forms and Management Plans where applicable. The Liaison Agreement Coordinator also monitors the status of the Agreements and sees to it that the original signed copies of the Liaison Agreement are given to the Secretary to be maintained as a part of the official corporate files.

Liaison Accessible - Caves that require only minimal restrictions to protect the cave and its resources. Access to these caves may be arranged by contacting either the Grotto Liaison or the designated Cave Patron.

Patron-only Accessible - Caves that require special access restrictions to protect a particular resource or facilitate visitation logistics; or caves that have had specific restrictions requested by the owner such that administration of such stipulations requires access to be arranged through a single contact. Visitation to Patron-only Accessible caves may only be arranged by contacting the designated Cave Patron.

SECTION IV: IKC RESPONSIBILITIES AND OBLIGATION TO THE GROTTA

The IKC will provide the Grotto a complete list of caves managed by the IKC and identify each cave's designated Cave Patron. Furthermore, the IKC will furnish information on each cave's access status.

The IKC managed cave list will be attached as Appendix A, and will be amended as required (as outlined under Section VIII). The IKC, for each cave it manages that is classified as Liaison Accessible, will see that the Grotto Liaison is provided with the following materials:

- A copy of the cave's Management Plan and Visitation Rules (if available).
- A copy of the cave's Release and Waiver of Liability Agreement.
- The keys or combinations, if required for access.
- Any additional information necessary for access.

The Cave Patrons or Liaison Agreement Coordinator will, in a timely manner, inform the Grotto Liaison of changes to the above and provide the Liaison with the necessary revised materials.

SECTION V: THE GROTTA'S RESPONSIBILITIES AND OBLIGATIONS TO THE IKC

The Grotto will appoint a responsible individual to serve as their Grotto Liaison. That individual must be a member in good standing of the IKC. Changes in this appointment should be forwarded to the Liaison Agreement Coordinator in a timely manner.

The Grotto will, to the best of its ability, see that their selected Grotto Liaison fulfills the responsibilities expected and administer in good faith the policies and guidelines established in the following section. Responsibilities of the Grotto Liaison not specifically covered should be consistent with the goals of the IKC or, in some cases, be

clarified by the Liaison Agreement Coordinator or the IKC Executive Board. The Grotto will appoint a new Grotto Liaison should their present Liaison not be performing the expected duties in a satisfactory manner.

SECTION VI: GROTTA LIAISON POLICIES AND GUIDELINES

The following policies and guidelines are set forth to outline the duties and responsibilities of the Grotto Liaison to avoid ambiguities that might lead to misunderstanding between the two parties. It should be remembered that the Liaison is acting as a representative of the IKC and, as such, should always promote conservation and safety. The Grotto Liaison system was implemented to minimize the inconveniences of access for responsible cavers. However, the Liaison's actions should never compromise the primary goals of the IKC, that being to protect the resources of the caves it manages and to reduce the chance of injury.

- The Grotto Liaison will arrange access *only* for responsible members of the Grotto the Liaison represents. The Grotto member(s) who request access must participate in the cave trip. The Grotto Liaison should refer non-member access inquiries to the proper Cave Patron.
- The Grotto Liaison must read and understand all Cave Management Plans as well as Release and Waiver of Liability Agreements. The Liaison is responsible for making certain that persons visiting IKC owned and managed caves are informed of the relevant aspects of the Management Plans.
- The Grotto Liaison shall make Grotto members arranging trips aware that they are responsible for ensuring to the best of their abilities that the actions of Grotto members and guests while in the cave and on the property do not compromise the primary goals of the IKC, that being to protect the resources of the caves it manages and to reduce the chance of injury. Cavers should further be cautioned not to disturb the neighbors or to litter.
- The Grotto Liaison, before completing the access process, will see that EVERY caver in the party has completed the proper Release and Waiver of Liability Agreement prior to visiting the cave for the first time. It is extremely important that the cavers READ and sign the forms for each cave visited, ABSOLUTELY NO EXCEPTIONS! Besides the obvious legal protection provided, the forms contain warnings, special precautions, regulations, and other pertinent information for that specific cave. It should be remembered that the Grotto Liaison is serving as an agent of the IKC. The release forms are to protect all concerned.
- The Grotto Liaison should pay particularly close attention to granting access to minors. Where access by minors is allowed, persons under the age of eighteen must have the release forms signed by their legal guardian.

- The Grotto Liaison may elect to allow one individual representing a group to pick up forms for the other members of the group. As such, the individual is serving as the Liaison's agent and accepts the responsibility of obtaining the remaining signatures. BEFORE the trip commences, the original signed forms must be returned to the Liaison directly or be in route via the mail.
- The Grotto Liaison will, at the end of the calendar year, forward the original signed Release and Waiver of Liability Agreements to the Liaison Agreement Coordinator for distribution to the appropriate Cave Patron. Signed forms are valid for the calendar year in which they are signed. The Liaison may wish to keep a record of who has signed Release and Waiver of Liability Agreements for each cave; however, if there is any question as to whether or not a caver has signed a release form for a particular cave, a new form should be requested.
- The Grotto Liaison will keep adequate visitation records using the IKC provided Cave Trip Log data sheet (see attached example in Appendix B). Minimum information on each trip arranged will be the trip leader, the number in the group, date, and the cave visited. The data sheet will be forwarded annually to the Liaison Agreement Coordinator for distribution to the appropriate Cave Patron. The Patrons will use this information as an input parameter for evaluating the effectiveness of the implemented Management Plan. The Grotto Liaison shall keep all records current and available for the Cave Patron to examine at any time.
- Caves with high rates of visitation may require special coordination with the Cave Patron to avoid scheduling conflicts and overuse. If it is the judgment of the Cave Patron or the IKC Executive Board that a cave is being overused, the Grotto Liaisons may be asked to temporarily suspend granting access or to coordinate all trips through the Cave Patron.
- The Grotto Liaison will promptly report to the Liaison Agreement Coordinator any person who intentionally violates any of the conservation or safety rules set forth by the release forms. That person, after verification of the accusation by the Liaison Agreement Coordinator and discussion with the Executive Board of the IKC, will have all visitation privileges suspended indefinitely for all IKC managed caves.
- The Grotto Liaison will not knowingly allow keys to be copied or combinations to be circulated or published. Knowledge of such occurrences must be immediately reported to the Liaison Agreement Coordinator and to the proper Cave Patron so that appropriate actions may be taken.

SECTION VII: DURATION OF THIS AGREEMENT

The duration of this Agreement is for five years unless it is superseded by a new agreement as outlined under Paragraph 1, Section VIII, or a new Grotto Liaison is appointed, or it is terminated by cancellation as outlined under Section IX. The Liaison Agreement Coordinator is responsible for monitoring the various Liaison Agreements and for notifying the IKC President far enough in advance of the expiration of any Agreement(s) so that the President can give the Grotto(s) at least 30 days notice of the expiration of their Liaison Agreement(s).

SECTION VIII: AMENDING THIS AGREEMENT

Amending this Agreement will be performed by the signing of a new Agreement by the highest officer of each organization. This will automatically terminate the previous Agreement. The IKC Executive Board must approve any amendment. The Grotto will have thirty days after notification to sign the new Agreement or to cite specific objections for consideration by the IKC Board; otherwise the Agreement may be terminated. The IKC President may grant extensions for good cause.

Amending the Managed Caves List (Appendix A) will require IKC Executive Board approval. The amended list will be forwarded to the highest officer of the Grotto and to the Grotto Liaison and becomes effective upon receipt.

Amending/revising the Cave Trip Log (Appendix B) will be the responsibility of the Liaison Agreement Coordinator. Any changes must still meet the minimum requirements stated in Section VI. The Liaison Agreement Coordinator may also accept alternative documentation that meets those minimum requirements.

SECTION IX: TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by either party if the other party fails to fulfill its responsibilities and obligations as described in this Agreement. The process of termination shall consist of the initiator giving thirty days written advance notice to the other party explaining the reasons for termination. The second party should then try to rectify the problem and respond within the thirty days. Should the problem not be resolved to the satisfaction of the first party after the allotted time, a final written termination notice may be sent, after which this Agreement is null and void.

Termination of this Letter of Agreement is automatic upon the dissolution of either party.

The IKC Executive Board will consider termination of this Agreement if the Grotto fails to maintain its charter with the NSS.

All keys, Release and Waiver of Liability forms, Cave Trip Logs and similar materials must be returned to the Liaison Agreement Coordinator upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Agreement this _____ day of _____, _____.

President, IKC

Grotto Chair

Grotto Liaison