

## **WAYNE CAVE AND PROPERTY MANAGEMENT PLAN MONROE COUNTY, INDIANA**

*Revised July 8, 2019*

**INTRODUCTION:** The Indiana Karst Conservancy, Inc (IKC) will manage Wayne Cave and the smaller incidental caves on the property so that they will be available for recreation and scientific study by responsible cavers while at the same time protecting the caves for future generations of cavers. The property consists of 57.59 acres which contains Wayne Cave, Tiparillo Pit, Mr. Potato Pit, hiking trails, and other interesting karst features. The surface property will be managed to enhance the overall natural setting while protecting the sub-surface resources.

**HISTORY OF WAYNE CAVE AND THE PRESERVE:** Wayne Cave was first described in print by William J Wayne in the *Proceedings of Indiana Academy of Science* for 1949, pub 1950 (*A Karst Valley in Western Monroe County, Indiana*) in which he gives a description of the old Wayne Cave which was all that was known at that time. The crawlway to the new cave was discovered in 1955 by Purdue cavers. At about the same time, the IU Spelunking Club extended the cave and discovered the IU Section. During this period, cavers camped overnight at the end of the crawlway culminating in week-long camps in the cave and the establishment of Camps II and III. The RPI section was discovered during this period.

From the time of discovery until the mid-1980's, Wayne Cave was basically accessible to anyone (except for a brief period early on when the Bloomington Indiana Grotto maintained a gate on the cave). The cave was promoted in several local publications disclosing its location. This unmanaged access and popularity, as well as the caves proximity to Bloomington, allowed significant human impact to the cave. The cave had much graffiti, trash, spent carbide, and vandalism.

In 1985, William Wilson on behalf of the IKC approached the landowner and negotiated an agreement to manage access. This included installing a gate on the entrance. Numerous clean-up trips were conducted in the cave by the IKC and others. A large trash-filled sinkhole near the entrance was also cleaned up.

In July of 2003, the IKC purchased a 20 acre tract including the Wayne Cave entrance, providing permanent management/protection of the cave. The following year, the IKC significantly upgraded the access driveway, installed the driveway gate, constructed the current parking lot, started maintaining the clearing for primitive camping, and created a new trail to the cave entrance. Prior to that, cavers parked along Gardner Road at the north end of the property causing issues with adjacent landowners. In October of 2014, the information kiosk was erected. In December of 2014, Keith Dunlap donated an additional 11.85 acres to the west of the original tract. An additional 25.74

acres to the south, with a 38-foot pit and many karst features, was added in July 2018, bringing the current preserve total to 57.59 acres.

**SUBSURFACE RESOURCES:** Wayne Cave has over 4.25 miles of surveyed passage. The entrance to it is a small vertical hole and is secured by a locked steel gate. A handline is recommended for the slippery climb down. At the bottom is the Old Wayne Cave, which was known for many years. This part of the cave is essentially a large walking passage. The famous 1,250' long crawlway is located on the left wall near the back of the old section. It starts as a half-filled round tube. Much of the crawlway is belly crawl through the Why-the-Hell Squeeze and the Stalactite Squeeze, with one short piece of standup passage (about two steps). The crawlway ends at Camp One, the location of the 1950's camp area. This large junction room encounters the Wayne Cave stream. Upstream the passage quickly becomes impassible. Down stream leads to the remainder of the cave. The main passage from Camp I is a high canyon passage. Several side routes bypass breakdown on the way to Camp II. An 8-foot high natural bridge marks the Camp II area. Helictite Holler is a crawl to the upper right above the natural bridge. To the lower left, behind a large breakdown slab, is the way to the American Bottoms. The passage straight ahead leads to the IU Discovery and Camp III. This passage splits with the left-hand branch going to the American Bottoms and the right-hand branch to Camp III. The Gypsum Passage is 1500 feet long canyon that can be entered before Camp III and reconnects with the IU Passage near the far end. The North Passage is the extension of the gypsum passage and has several short side passages. Back near camp I, a crawlway on the right leads to the dome area and the formation rooms, known as the RPI Discovery. The domes are 40-foot high and moon milk flows down the side of one dome. The three formation rooms and the Tree Root and Candle Room are connected by a low canyon/crawlway passage.

There are two other known small caves on the property. Tiparillo Hole is located southwest of the parking lot and is adjacent to the more interesting Tiparillo Spring (located one sinkhole to the west). Tiparillo Hole was discovered in the 1970s and was dug on and blasted in hopes of connecting to Wayne Cave or something else in the area, but nothing was really gained. It is basically a climb/squeeze down about 15 feet. The other cave on the preserve is Mr. Potato Pit, located in a sinkhole southeast of the really large sinkhole on the property. This pit was discovered by Richard Vernier and John Withrow, and subsequently opened up by the SISG and mapped to 31 feet deep in 1972. A later map (2007) indicated the pit was 38-feet deep. The entrance is tight, as is the pit. A small standup room is at the bottom.

**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 Wayne 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 Wayne Cave. This includes arranging access, monitoring impact, maintaining the entrance gate/lock, 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 Cave Patron and the Property Manager may be one in the same person.
- Property Management Committee - This committee generally will consist of the Property Manager and the Cave Patron, and any other designated volunteers who assist with maintaining the property and cave.
- 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. Wayne Cave is one of these caves. The Grotto Liaison has the authority to grant access to visit Wayne Cave for the Liaison's respective grotto members. This is not only for the convenience of the grotto members, but also lessens the burden on the Cave Patron, and in theory the Grotto Liaison should be in a better position to know the person requesting access. The Grotto Liaison has the responsibility to follow all rules under the cooperative agreement, handle all paperwork appropriately, maintain access records (submitted annually), and coordinate with the Cave Patron.

**SUBSURFACE MANAGEMENT:** Wayne Cave and the incidental caves 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 caves are prohibited without approval of the IKC Executive Board.

Cave restoration (other than trash and spent carbide removal) is limited to IKC sponsored trips. The purpose is to keep all restoration techniques consistent with IKC approved practices.

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

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

All trips are to 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 every child under the age of 12. Due to the difficulty of this cave, it is suggested that *all* visitors have some caving experience prior to going into Wayne Cave.

Prior to the trip, the trip leader will receive a liability waiver (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 the liability waiver.

The trip leader will be responsible for having each participant read and sign a copy of the liability waiver at least 24 hours prior to the trip, then return the waivers to the Cave Patron/Grotto Liaison ***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, 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/Grotto Liaison 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, with assistance from the Grotto Liaisons and Property Manager, will maintain a log of trips and visitors to the caves to assess visitation impact on the resources. Those wishing to visit Wayne Cave should contact the Cave Patron or their Grotto Liaison (if applicable) to arrange access. Those wishing to visit the incidental caves or camp on the property should contact the Property Manager.

The Conservancy 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 57.59 acres of mostly wooded terrain. The property is approximately rectangular in shape with the northwest corner removed, bordered by Gardner Road. The tract is 1,320 feet wide (east-west) and 2,150 feet in length (north-south) on the eastern boundary and 1,700 feet in length on the western boundary. The Wayne Cave entrance is located very near the northeast corner of the property. There are at least two other smaller caves on the property, Tiparillo Pit and Mr. Potato Pit. The property has approximately 120 feet of vertical relief, being low at the northeast and southeast corners of the property with a high east-west ridge across the upper middle part of the property. There is a small clearing (approximately ½-acre in size) on this high ridge and another open area of about 4 acres at the southeast corner of the property. There is an impressive sinkhole in the southwest quadrant of the property and also a

nice seep pond in that same area. There are numerous other karst features on the property. There is currently over 1 mile of 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 and no trees will be cut other than for safety considerations or for existing road/trail access. However, the control of invasive species will be undertaken as needed. A secure parking area will be maintained for off street parking in the existing clearing. A trail will be marked and maintained to the Wayne 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 has been constructed in the parking area. A small maintained camping area and designated fire pit have been established near the parking area.

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.

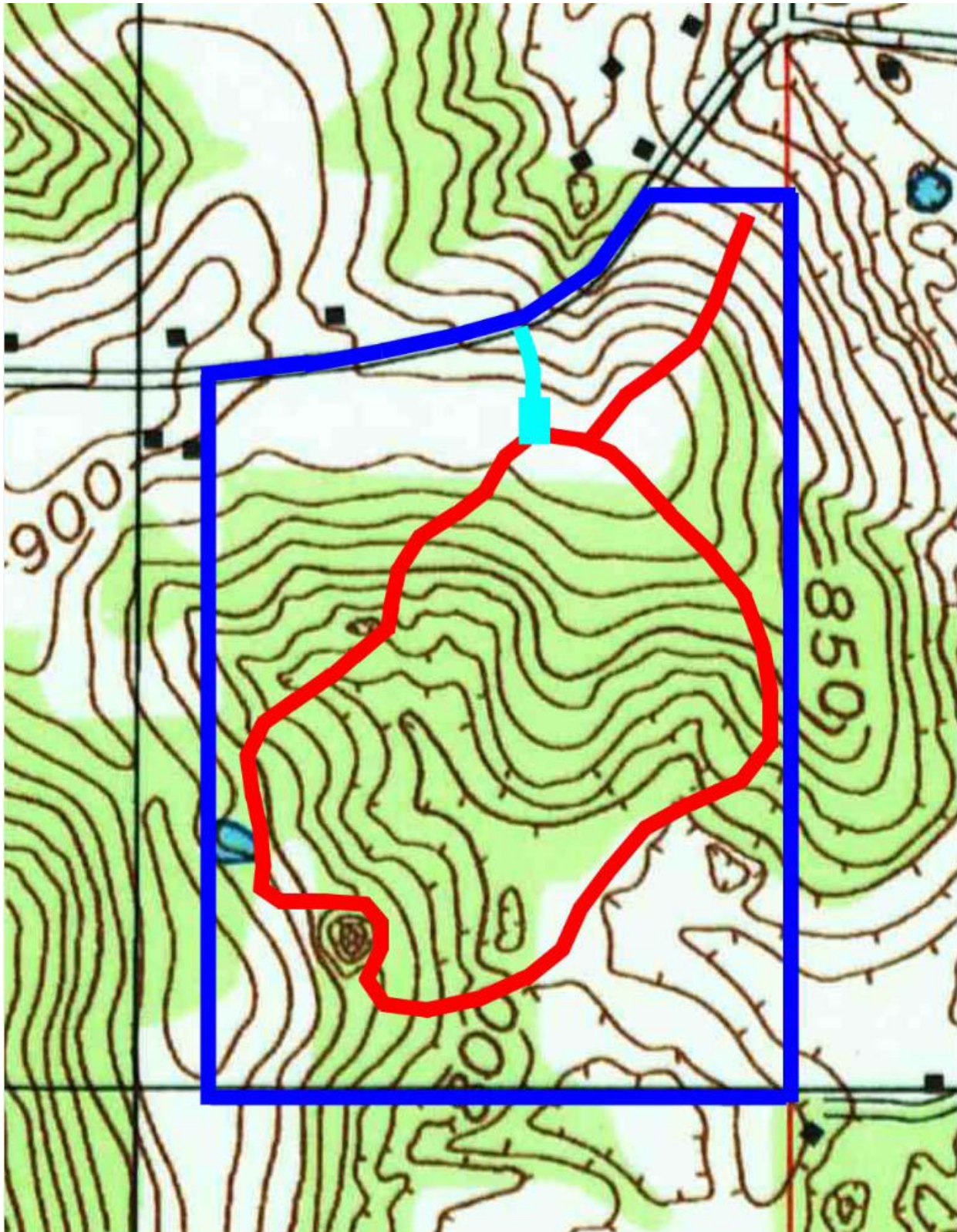
The property has been enrolled in the Classified Forest Program to minimize property taxes and promote proper woodland stewardship. The 11.85 acre tract has additional management restrictions based on the I-69 Mitigation Easement covenants.

**SURFACE ACCESS:** Walk-in access to the property by the public will neither be encouraged nor discouraged. Permission to hike on the property will generally not be required. However, other surface activities will need permission and coordination through the Property Manager. A driveway gate will be maintained to discourage unauthorized activities on the property.

**CAMPING:** Camping on the property will be allowed, but restricted. 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. You 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**

### **WAYNE CAVE RELEASE AND WAIVER OF LIABILITY AGREEMENT**

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

I also acknowledge that Wayne Cave contains at least four 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 Wayne Cave is known to flood to considerable depth, 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 Wayne Cave is physically demanding and may require total immersion in 54°F water with the attendant risks.

I acknowledge that the water in Wayne 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 Wayne Cave is controlled by a locked gate and that the lock is changed at random times and if I enter the cave at times other than when I have received permission, there is a danger of being locked in the cave by a lock change. I also acknowledge that, due to a mechanical malfunction, deliberate tampering, or accidental actions 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 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 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 Wayne 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 Wayne 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 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 \_\_\_\_\_

Address \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

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

Revision 03/2019



## **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 \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Signed \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Revision 04/2019

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

## **APPENDIX C: WAYNE CAVE AND PROPERTY VISITATION RULES**

All visitors should review the following rules before entering onto the Wayne Cave property. These rules must be followed to protect the caves, 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 Property Manager, Cave Patron, and Grotto Liaisons.
- 2) 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.
- 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. Foot traffic is welcome on established trails during daylight hours.
- 7) Lock all gates (including the cave gate) behind you so unauthorized entry does not occur. Leave the cave gate key near the entrance in a location known to all members of your party. Do not lose or duplicate the key.
- 8) Do not enter the stream area of the cave during high water conditions.
- 9) Do not enter the cave under the influence of alcohol or other substances.
- 10) Do not smoke in the cave.
- 11) No pets in the cave
- 12) Before leaving the parking area, be sure to pick up all trash, clothing, etc.
- 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 Wayne Cave entrance and on the Kiosk near the parking area.

## **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.