



LIABILITY WAIVER, ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION AGREEMENT

CAVING CLUB, EVENT AND ACTIVITIES, CAVE ENTRANCE, EXPLORATION, STUDY

ROCKCASTLE KARST CONSERVANCY (RKC) • GREATER CINCINNATI GROTTO (GCG) •

BLUE GRASS GROTTO (BGG) • DAYTON UNDERGROUND GROTTO (DUG) • CENTRAL OHIO GROTTO (COG)

Attention: By signing this document, you will waive certain legal rights. Please read both the front and back pages, you will sign on the back. Only parents or legal guardians may read and sign for minor children.



WARNING

INTRODUCTION

There are significant elements of risk in any organized caving club, event, adventure, sport, or activity associated with a cave. Certain risks cannot be eliminated without destroying the unique character and natural beauty of the cave and caving activities. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for these organized events and club activities but we think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I acknowledge that the following describes some, but not all risks:

1) Slips, trips, falls, or painful crashes due to pits, boulders, loose debris, inclines, declines, and wet areas in the cave; 2) risks associated with crossing, climbing, or down climbing; 3) Misuse of equipment or failure of equipment; 4) my physical strength, coordination, sense of balance and ability to follow or give directions while climbing, belaying, crawling, walking, or stooping; 5) fatigue, chill, hypothermia, and/or dizziness, which may cause injury in and of itself or diminish my reaction time and increase the risk of accident; 6) my own inadequate equipment and lack of training; 7) the risk of head injury by falling rocks, debris, slipping and falling, tripping, my own failure to wear a helmet, and banging my head on rock protrusions or the ceiling; 8) non-level ground and walking surfaces such as breakdown, mud, cave formations, water, gravel, and rocks which may cause falls, twisted ankles, and other bodily injury; 9) the complicated labyrinth of passages in a cave which may cause me and other members of my party to get lost; 10) the fact that since all caves are underground they may flood and have high water levels which can cause drowning, hypothermia, and other illness and injuries; 11) abrasion from or entanglement with ropes or equipment; 12) the presence, actions or falls of other members of my party; 13) the fact that caves are dark areas, the very definition of a cave is a natural opening in the earth where light does not penetrate - therefore the risk of entering a cave without adequate lighting for which I am solely responsible; 14) the presence, actions, or falls of other participants; 15) trash, man-made debris and other materials which may be washed into or otherwise accumulate in a cave; 16) the presence or absence of good, breathable oxygen in a cave; 17) farm equipment, farm animals, dogs, vehicles, vegetation which may exist and be hidden on my ingress and egress to and from the cave; 18) the inherent and extreme risks associated with swimming in a cave's water and particularly of cave diving; and 19) wild animals which exist in nature and which may use the cave's entrance or the cave itself for a habitat and all risks associated

therewith; 20) misuse of alcohol and or drugs that impair thought, decision making, and motor coordination; 21) risk associated with organized caving clubs, events, rappelling, contest games, food and the premises at which these events are held; and 22) the **negligence** of volunteers, employees, officers and directors of all above mentioned organizations.

I understand that the description of these conditions and risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. In recognition of the inherent risks of the organized caving club, events and any caving activity which I (and/or my child) will engage in, I confirm that I (and/or my child) am physically and mentally capable of participating in these organized caving clubs events, activities, entering, exploring, surveying and/or studying the cave and activity and using any equipment which I/we may bring along. I (and/or my child) participate(s) willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death) and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume the risk for accidents, injury and/or damages caused by the **negligence** of any persons engaging in these activities and organized caving clubs events with me/us, including any tour guides, fellow explorers, fellow cavers, friends, and the like, whether such negligence is comparative or contributory. I am aware of the risks associated with organized caving events and clubs, caves and cave exploration and with utilizing equipment for climbing and rappelling in a cave and understand the technical aspects of these activities. I accept that climbing in a cave, cave exploration, and particularly cave diving are inherently dangerous sports. I acknowledge that wearing appropriate clothing, footwear, lighting, helmets and equipment are basic safety precautions and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. I understand and accept that it is not the responsibility of RKC, GCG, BGG, DUG, or COG, volunteers, trip leaders or tail guides, to ensure that I (and/or my child) have this equipment and wear it before entrance into the cave but my sole responsibility.

I assume the risks of personal injury, accidents, and illness, including but not limited to sprains, torn muscles and/or ligaments, fracture or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, oxygen shortage, hypothermia, head, neck and/or spinal injuries; insect bites or allergic reaction, food poisoning and reactions from food; shock, drowning, paralysis and/or death.

(See back of page for additional language and signature space.)

In consideration of the privilege to participate in these organized caving events and activities, to enter the cave or land for recreational, geological, educational, explorational or any and all other reasons; I on my behalf and on behalf of my heirs, personal representatives or assigns, do hereby release RKC, GCG, BGG, DUG, and COG, their organizers, volunteers, and employees, the landowners and cave owners (whether owned privately, by a company or a governmental entity) upon whose land I might enter and their principals, directors, co-owners, spouses,

heirs, agents, employees, and volunteers, and all other parties whether known or unknown from all any and liability – **including liability for negligence**, gross negligence, or wanton and reckless behavior and waive any claim for personal injury, property damage, or wrongful death occurring to me and/or my child from any cause whatsoever in connection with the activities described in this document. This document shall remain the property of the Rockcastle Karst Conservancy. ■

INFORMATION AND SIGNATURES

Please print clearly

Do not sign unless you have read and agree with the language on both pages

Adult Member/Guest/Parent or Legal Guardian

Name: _____ DOB: _____

If signing as a parent or legal guardian only—complete all information below but sign only in the “Minors” section below. If signing on behalf of self and as parent or legal guardian, sign in both places

Signature: _____ Date: _____
Adult Member, Visitor or Guest

Address: _____ City _____

State: _____ Zip: _____

Phone: __ (____) _____ Email: _____

Affiliation: _____ Witness: _____

Minors

I hereby certify and attest that I have read and agree to both pages of this document and I am signing it as parent or Legal Guardian of the following minor child(ren).

Parent/Legal Guardian Signature Parent/Legal Guardian Printed Name

Date: _____

I will be accompanying my child. _____ Yes _____ No

Name: _____ DOB: _____ Age: _____ Relationship: _____

Name: _____ DOB _____ Age: _____ Relationship: _____

Name: _____ DOB _____ Age: _____ Relationship: _____

Emergency contact information: _____
Name Phone Number

Youth Group/School/Club Name: _____ SPONSOR: _____

Youth Group/School/Club Leader: _____

Would you like to receive more information at your above provided email address about RKC/GSP? _____ Yes _____ No

The information provided on this form will not be shared with any other individual or organization except in the case of an emergency. Rev 3.102018