

GROUP NAME: _____ ACTIVITY DATE: _____

Marengo Cave National Landmark
Cave Exploring Trip
STATEMENT OF AWARENESS
ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY

Name: _____ Phone: _____
Minor Child's Name (if under 18): _____
City: _____ State: _____ Zip: _____

ACKNOWLEDGMENT OF RISKS

I am aware that in signing this document on my behalf, or on behalf of my minor child and/or ward, for participation in Marengo Cave National Landmark's Cave Exploring Trip (hereinafter "activity"), that certain elements of the activity are physically, mentally, socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exist in this activity which may result in serious injury. These risks include, but are not limited to, loss or damage to personal property, injury or fatality risks associated with exploring an underground area completely in its natural state as the footing can be slippery, uneven, and treacherous. I am aware that to be properly equipped, I should be wearing a hard hat at all times, non-slippery shoes, and long pants heavy enough to protect me from scrapes and abrasions. I realize that I will be wading in an underground stream where the water is 52° as is the air temperature year round. There is a risk of tripping or falling on broken rocks on the floor or slipping on muddy rocks. I am aware I will be crawling in relatively small passages and climb down one 8-foot ladder. I am further aware that my own negligence is a risk. I am aware that these are just some of the known risks and that there are other risks inherent in this activity both known and unknown. I acknowledge that while my activity programmer will make every reasonable effort to instruct me and minimize exposure to known risks, all dangers associated with the activity cannot be foreseen and all risks cannot be eliminated. I have a personal duty and responsibility to learn and follow all safety standards, guidelines and procedures established by my adventure programmer and will make them aware at any point during the activity if I question my knowledge of these standards, guidelines and procedures or my ability to participate. I also agree to act in a safe, responsible manner toward all other participants in the activity.

EXPRESS ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY

I understand ALL dangers (hazards and perils) and inherent risks associated with the "Cave Exploring Trip". I further understand that there may be other risks both known and unknown. I confirm that I am physically and mentally capable of participating in the activity. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Southern Indiana Recreation Corp., d.b.a. Marengo Cave National Landmark, and/or Cave Country Canoes, Inc., d.b.a. Cave Country Canoes, or others, and assume full responsibility for my participation.

RELEASE OF LIABILITY

In consideration of the service and facilities provided, I, for myself; and for my minor child, do hereby release, waive, and discharge the Southern Indiana Recreation Corporation, d.b.a. Marengo Cave National Landmark, and/or Cave Country Canoes, Inc., d.b.a. Cave Country Canoes, their officers, employees, principals, directors, agents, and volunteers, all of whom for the purposes of this release are referred to as "Releasees", from any and all liability to the undersigned's personal representatives, assigns, heirs and next of kin, for any of ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage, to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

INDEMNIFICATION

The undersigned hereby agrees to indemnify and save and hold harmless the Releasees aforementioned and each of them for any loss, liability, damage or cost Releasees incur to the undersigned's participation in the above-described activity, and whether caused by the negligence of the Releasees or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against Releasees.

SCOPE OF RELEASE AND INDEMNITY

The undersigned expressly acknowledges and agrees that the above-described activities are very dangerous and involve the risk of serious injury and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Indiana, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, I give Marengo Cave permission to use photo and video taken at this facility in promotional materials.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Name: _____ Date: _____ Name: _____ Date: _____

Signature: _____ Signature: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE – 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Minor Child's Name(s): 1. _____ Age: _____ 2. _____ Age: _____
3. _____ Age: _____ 4. _____ Age: _____

PARENT/GUARDIAN'S SIGNATURE

EMERGENCY PHONE NUMBER(S)

DATE SIGNED

Bring with you !!!

- ◆ REQUIRED TWO LONG SLEEVE SHIRTS, LONG PANTS, TWO PAIRS OF SOCKS AND SHOES.
- ◆ A COMPLETE CHANGE OF CLOTHING AND SHOES FOR AFTER THE TRIP.
- ◆ SHOWER ACCESSORIES (TOWEL, SOAP, ETC).
- ◆ PLASTIC BAG FOR MUDDY CLOTHES AFTER TRIP.
- ◆ KNEE PADS AND GLOVES ARE RECOMMENDED!

Please have each group have their own waivers with them, to hand to the guide when they start their crawling tours.