

LIABILITY RELEASE: AN IMPORTANT LEGAL DOCUMENT - READ CAREFULLY.

I, _____, hereby release the Appalachian Cave Conservancy and its members, directors, officers, agents, volunteers, affiliates and guests, both individually and collectively, and all landowners and their agents and representatives who have granted permission for entry onto their property, from any and all liability, claims or demands for personal injury, sickness, bodily injury, disability, dismemberment or death, as well as any property damage and expenses, of any nature whatsoever which may be incurred by the undersigned or arise in connection with the visitation to and exploration of caves, sinkholes, and karst areas, or in connection with any activity, instruction, training, or practice of any skills or techniques related to the sport of cave exploration, and related activities whether hosted by or affiliated with the Appalachian Cave and any transportation to, from and between such activities (all such activities are collectively referred to herein as "Caving").

This Release is not intended to, and does not release any automobile liability insurance carrier from any liability for which any released party may otherwise be liable. This release is given on my behalf and on behalf of my heirs, successors, legal representatives and assigns and anyone else who may claim through me or because of me. I understand that there are numerous risks associated with Caving, both inside caves and outside caves, sinkholes and karst areas. I understand that some of those risks include, but are not limited to, natural processes such as rock falls and flooding, dangers of falling or becoming lost, the risk of hypothermia or disease, the risk of bodily injury, disability or death, the risk of equipment misuse, and the dangers of improper technique or the improper application of proper technique. I understand that there are many other risks involved with or related to Caving, and this listing is only an illustrative sampling that is not, and is not intended to be, a complete catalogue of all the risks that I am assuming.

I understand and assume the risk of death or bodily injury involved in Caving. I understand that caving is hazardous and strenuous and that it is my responsibility to evaluate my own skills and any equipment that I may use and to satisfy myself that I am capable of undertaking any Caving activities in which I choose to participate. I acknowledge and confirm that I will not engage in Caving or related activities while under the influence of alcohol, drugs or any other substance that may affect my judgment and/or abilities and I acknowledge and agree that I will be prohibited from participating in Caving and/or related activities should I appear to be intoxicated or under the influence of any substance.

This Release is executed in consideration of being given the privilege of engaging in Caving and related activities with the Appalachian Cave Conservancy and its individual members, directors, officers, agents, volunteers, affiliates and guests. This Release is intended to be severable, and, should any term be held invalid, all other terms shall remain in full force and effect. This Release shall not be considered to be a charge for admission by any landowner herein released.

This Release is intended to release any and all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the undersigned, unconditionally and without reservation, and I agree to indemnify and hold harmless the Appalachian Cave Conservancy and its members, directors, officers, agents, volunteers, affiliates and

guests, both individually and collectively, and all landowners and their agents and representatives, from and against any present or future claim, cause of action, loss or liability for injury to person or property which I may suffer or for which I may be liable to any other person, related to my participation in Caving and related activities.

This Release shall be construed and governed by the laws of the State of Virginia and is effective at any and all properties and locations in which the undersigned participates in Caving and related activities, whether inside or outside the State of Virginia.

This Release shall be binding upon the parties hereto and their respective heirs, successors, legal representatives, and assigns.

This release shall be deemed renewed each time that I engage in any of the activities for which this Release is given.

I HAVE READ THIS RELEASE CAREFULLY AND I FULLY UNDERSTAND IT AND ACCEPT ITS TERMS AND CONDITIONS.

This, the _____ day of _____ 20__

_____ SIGNATURE OF PARTY GRANTING RELEASE

EMERGENCY CONTACT: (PRINT) _____

PHONE #: _____

ADOPTION AND RATIFICATION OF RELEASE BY PARENT OR GUARDIAN OF MINOR (UNDER 18)

(AN IMPORTANT LEGAL DOCUMENT – READ CAREFULLY)

I, _____, certify that I am the adult parent and/or legal guardian of _____, a minor child under the age of eighteen (18) years, and that I have read the release set forth above. I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, disability, death, property loss or damage) of said minor child's participation in Caving and related activities. I have read the terms of the Release and knowing the risks described above, I agree, personally and on behalf of my minor child named above, to assume all the risks and responsibilities surrounding the minor child's participation in Caving and related activities. I recognize it is my responsibility to ensure that said minor child participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning, and I hereby release the Appalachian Cave Conservancy and its members, directors, officers, agents, volunteers, affiliates and guests, both individually and collectively, and all landowners and their agents and representatives, from any and all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by my minor child. I further agree to indemnify and hold harmless the

Appalachian Cave Conservancy and its members, directors, officers, agents, volunteers, affiliates and guests, both individually and collectively, and all landowners and their agents and representatives, from and against any present or future claim, cause of action, loss or liability for injury or death to person or property which said minor child may suffer or for which said minor child may be liable to any other person, related to said minor child's participation in Caving and related activities.

By my signature on this document, I adopt and ratify the acceptance of the Release by the minor, my ward, and, in my capacity as parent and/or legal guardian of the minor I do agree to all terms and conditions of the Release.

I understand that the Release is continuing, and that it is automatically renewed each time the minor takes part in activities for which the Release is given.

This, the _____ day of _____ 20_____

SIGNATURE OF PARENT OR GUARDIAN _____

WITNESS _____