

**KENTUCKY KARST CONSERVANCY NON-MEMBER RELEASE AND WAIVER OF LIABILITY**

I, the undersigned, in consideration of being granted permission upon my specific request to visit Big Bat Cave, Breckinridge County, Kentucky, 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 Big Bat Cave or the adjacent property, from which any liability may or could accrue to the Kentucky Karst Conservancy, Inc., its Boards of Directors, owners, 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 the property.

I acknowledge that Big Bat 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 herein. I desire to visit Big Bat Cave and will do so completely at my own risk.

I also acknowledge that Big Bat Cave contains nearly fourteen 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 Big Bat Cave may flood, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter the cave 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 Big Bat Cave is physically demanding.

I acknowledge that the water in Big Bat 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 caving conditions.

I acknowledge that the Mushroom entrance to Big Bat Cave is controlled by a locked gate. I acknowledge that, due to a mechanical malfunction or tampering by others, 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 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.

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 *Geomyces destructans* (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 Big Bat Cave. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting Big Bat 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 Big Bat 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 Kentucky law pursuant to **Kentucky Revised Statutes 433.871-885** 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 other than shared transportation costs if applicable.

I understand that owner's liability towards me is limited by **Kentucky Revised Statute 433.883**.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Kentucky Karst Conservancy, its Board of Directors, agents, members, and adjacent 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 Kentucky Karst Conservancy, its Board of Directors, owners, 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, I for myself and my heirs, legal representatives, and assignees, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by those to be held harmless.

<p>WITNESS my hand this date _____</p> <p>Printed Name _____</p> <p>Signature _____</p> <p>Address _____</p> <p>Birth Date _____</p> <p>Trip Leader _____</p> <p>Trip Date _____</p> <p><b>** TURN COMPLETED FORM IN TO KEY HOLDER</b></p>	<p>If applicant is under 18 years of age, parent(s) or guardian(s) must also sign and AGREE to the above RELEASE and WAIVER.</p> <p>Printed name _____</p> <p>As parent or guardian of _____</p> <p>Signed _____</p> <p>Date _____</p> <p>Trip Leader _____</p> <p>Trip Date _____</p>
--	--