

Richard Blenz Nature Conservancy Richard Blenz Nature Preserve and Buckner Cave  
Release and Waiver of Liability Agreement

I, the undersigned, In consideration of my being granted permission upon my specific request to visit the Richard Blenz Nature Preserve and Buckner 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 Buckner Cave or the corresponding property, from which any liability may or could accrue to the Richard Blenz Nature conservancy, Inc., its Executive Board, agents, members, the National Speleological Society, Jeffrey M. Rogers, and Robert M. Rogers, 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 or in any activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on or within the bounds of their property.

\_\_\_\_\_ I acknowledge that Buckner Cave is a "wild" cave 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 in this document. I desire to visit Buckner Cave and will do so completely at my own risk.

\_\_\_\_\_ I acknowledge that Buckner Cave contains several miles of passage, there may be unknown passages yet to be explored, and that a very real risk of becoming lost exists.

\_\_\_\_\_ I acknowledge that steep slippery mud banks and loose piles of rocks occur in various locations in the cave and on the associated property and pose hazards of slipping and falling.

\_\_\_\_\_ I acknowledge that the water in the cave or on the associated property may be polluted by unknown means and may be dangerous to my health.

\_\_\_\_\_ I acknowledge that there may be higher levels of radioactivity in a cave as compared to the surface of the earth for completely natural reasons and that the affect of this radiation on the cave visitor are unknown, but smoking increases the amount of radiation absorbed by the body. I will not smoke in the cave nor use any form of tobacco in the cave.

\_\_\_\_\_ I acknowledge that the access to Buckner Cave and the associated property is controlled by a locked gate and that the lock or combination may be changed at random times. If I enter the property at a time other than that for which I have received permission there is a real risk of being locked in by a lock or combination change.

\_\_\_\_\_ I will not leave anything in the cave that I took in with me, nor will I take anything out of the cave except the normal mud on my clothing and trash left by others.

\_\_\_\_\_ I will not make changes to the cave or associated property, including digging in crawlways or otherwise modifying passages.

\_\_\_\_\_ I will not leave or deposit bodily waste in the cave.

\_\_\_\_\_ I will not use any alcohol or other intoxicating substances in the cave or on the associated property, and not for at least eight (8) hours prior to visiting the cave.

\_\_\_\_\_ I understand that it is a criminal act punishable under Indiana law to harm any cave fauna or cave formation (speleothem).

\_\_\_\_\_ I will not knowingly take any person into Buckner Cave or onto the associated property who has not submitted a signed agreement similar to this one.

I, for myself and my heirs, personal representatives or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the Richard Blenz Nature conservancy, Inc., its Executive Board, agents, members, the National Speleological Society, all landowners, Jeffrey M. Rogers, and Robert M. Rogers, and their heirs and assigns, harmless and blameless for any injury to myself, including death, occasioned by my participation in, or presence at caving activities, whether resulting by or through the negligence of the afore stated organizations, their agents, servants, officers or employees and landowners. Should I, my heirs, personal representatives or assigns, institute any action against the afore stated organizations, their agents, servants, officers, or employees and landowners arising out of injury to myself or property, then and in that event, I for myself and my heirs, legal representatives and assigns, HEREBY AGREE to bear all the costs of such action, including attorney fees incurred by all parties.

Witness my hand this date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

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

If Applicant is under 18 years age parent or legal guardian must also sign and AGREE to the terms of this RELEASE and WAIVER.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

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