

LAUREL CAVERNS – CLIMBING AND RAPPELLING

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of Laurel Conservancy Incorporated, doing business as Laurel Caverns furnishing services and/or equipment which enable me to participate in climbing and rappelling, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

(a) inherent risks, dangers and hazards and such exists in my use of equipment and my participation in climbing and rappelling activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, instructor decision making, including that an instructor may misjudge terrain, trail, risks of falling, and other such risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Laurel Caverns or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Laurel Caverns and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of caving or rappelling equipment or may participation in caving or rappelling activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers or employees of Laurel Caverns.

I HAVE READ THE ABOVE STATEMENT OF AWARENESS, WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE LAUREL CAVERNS FROM LIABILITY FROM PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I BELIEVE MYSELF TO BE OF SOUND HEALTH WITH SUFFICIENT MATURITY AND EXPERIENCE FOR THE RIGORS AHEAD. FOR MY FEE I EXPECT ONLY THE OWNERSHIP AND MANAGEMENT OF LAUREL CAVERNS TO ALLOW ME TO CLIMB AND RAPPEL IN THE CAVE AT MY OWN RISK. THOSE UNDER 18 YEARS MUST HAVE THE CO-SIGNATURE OF A PARENT, LEGAL GUARDIAN, OR ADULT SUPERVISOR WITH A LAWFUL ORGANIZATION INVOLVING FULL PARENTAL AWARENESS.

PARTICIPANT'S NAME

AGE

DATE

PARENT (Guardian, Supervisor)

DATE

Those under 18 years must have the co-signature of a parent, legal guardian, or adult supervisor with a lawful organization involving full parental awareness.