

Participation date _____

Cost _____

**CALIFORNIA CAVERN RELEASE AND WAIVER OF LIABILITY,
PRIMARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

NO ADDITIONS, DELETIONS, CHANGES OR THE OMISSION of initials or signatures are permitted on this document. PLEASE INITIAL on the line after each numbered paragraph to indicate you have READ AND UNDERSTOOD that paragraph. The omission of an initial does not void agreement with that paragraph. YOU MUST THEN SIGN AT THE END OF THIS DOCUMENT TO INDICATE AGREEMENT in the presence of a California Cavern employee who will sign the document as witness.

IN CONSIDERATION of being permitted to participate in the activities known as the Mammoth Cave and Middle Earth Expeditions at California Cavern, the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and next of kin, hereby:

1. Acknowledges that the Mammoth Cave Trip and the Middle Earth Expedition are activities that have inherent dangers and that all statements or promises, verbal or printed, that I may have previously heard or received as to facts of safety are hereby repudiated. These hazards do involve the risk of serious injury and/or death and/or property damage. **Paragraph 1 read and understood** _____

2. And, acknowledges that risks may include, but are not limited to, misinformation and instructions or the lack thereof; equipment malfunction; equipment misuse by either the participant or other participants or employees of Sierra Nevada Recreation Corporation; slippery surfaces; dislodged rocks; falling; and others, with consequential injuries received that may be compounded by negligent rescue operations or procedures of the released parties or others. **Paragraph 2 read and understood** _____

3. And, acknowledges that the Mammoth Cave and Middle Earth Expeditions are activities for the purpose of recreation, sport, and entertainment only and not for transportation from one location to another, and expressly repudiates any common carrier claim (California Civil Code Section 2100-2104). **Paragraph 3 read and understood** _____

4. And, expressly and voluntarily exercises a Primary Assumption of Risk acceptance and assumes all risk of death, personal injury, property damage, and all other injuries that may be caused by passive or active negligence in actions or services of the released parties; or hidden, latent, or obvious defects or hazards in the equipment or in the cavern environment itself, that may be incurred on the Mammoth Cave and Middle Earth Expeditions (or that may be incurred by the participating minor child). **Paragraph 4 read and understood** _____

5. And, forever releases, waives, discharges and covenants to fully indemnify from all losses and to not sue Sierra Nevada Recreation Corp., doing business as California Cavern, its officers, directors, employees, associates, or suppliers, agents, heirs, and assigns, for claims, demands, or causes of action that I may have (or that the participating minor child may have) for injuries and damages arising out of participation on the Mammoth Cave and Middle Earth Expeditions, including, but not limited to, losses caused by the passive, active or gross negligence of the released parties, or by hidden, latent, or obvious defects or hazards in the equipment or misuse of the equipment or the cavern environment itself. **Paragraph 5 read and understood** _____

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CALIFORNIA CAVERN RELEASE AND WAIVER OF LIABILITY, PRIMARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT - PAGE 2

6. And, agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to negligence of all kinds by the released parties, including negligent rescue operations, and is intended to be as inclusive as possible, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Paragraph 6 read and understood _____

7. And, agrees to fully indemnify Sierra Nevada Recreation Corporation and be financially responsible for any attorney's fees, any other legal fees of any kind, and all treatment and/or any necessary emergency evacuation costs arising from participation (or that of the minor child) on the Mammoth Cave and Middle Earth Expeditions.

Paragraph 7 read and understood _____

8. And, declares that I (or the participating minor child) have no history of illness or injury, nor are currently using any substance, medicine, drug or alcohol, that may hinder my ability (or that of my participating minor child) to participate on the Mammoth Cave and Middle Earth Expeditions.

Paragraph 8 read and understood _____

I HAVE READ this Release and Waiver of Liability, Primary Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me by anyone. I intend my signature to be an unconditional release of all liability to the greatest extent possible, and acknowledge that any notes or modifications or additions or deletions or errors or false signatures or omission of initials do not change or alter the original intent and force of this agreement.

Signature of Participant and/or Parent/Guardian of Participating Minor Child Date Signature of Witness

PLEASE **LEGIBLY PRINT** THE FOLLOWING INFORMATION:

Adult name _____ Phone Number (_____) _____

Name of participating minor child (if any) _____

Address _____ City _____ State _____ Zip _____

Email address _____

IN CASE OF EMERGENCY PLEASE CALL THIS PERSON:

Name _____ Phone Number (_____) _____