

FERGUSSON ENTRANCE
to the MAMMOTH CAVE SYSTEM (Non-Commercial Vertical Entrance - FEMCS)
RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, (please print) _____ in consideration of my being granted permission, from time to time, to visit the Fergusson Entrance to the Mammoth Cave System (FEMCS), Edmonson County, Kentucky, such permission granted to me at my specific request, hereby agree as follows: I knowingly, freely, and voluntarily, for myself, my heirs, personal representatives, and assignees, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my visiting the Fergusson Entrance to the Mammoth Cave System (FEMCS) or the adjacent property, from which any liability may or could accrue to the current owner or owners of record, their heirs, executors, and administrators, and trip leaders and trip members and assume all risks of injury to myself, including death by drowning 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 this and their property.

I acknowledge that the Fergusson Entrance to Mammoth Cave System (FEMCS) is a completely "wild" cave, (non-commercial 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 on this Release and Waiver Agreement. I desire to visit the Fergusson Entrance to Mammoth Cave System (FEMCS) and will do so completely at my own risk.

I acknowledge that the FEMCS allows access to a minimum of 350 miles of complex cave passage(s), there may be more passage(s) unknown to the owners, and that a very real danger of becoming lost exists.

I acknowledge the cave entrance is a karst window and has a vertical drop of over 80 feet and all the inherent risks and dangers associated with such.

I acknowledge that I am certified and well trained in vertical caving and own my own gear and will be using my own gear. I will not be sharing gear.

I acknowledge that I will be using existing manmade or natural rigging points and/or anchors for attaching my rope(s) to and these could break or dislodge accidentally or by unknown means. I will use a backup rig point for all anchors and rigging points.

I acknowledge that regions of FEMCS are physically demanding and may require total immersion in a minimum of 54° F. water with the attendant risks.

I acknowledge that any or all of the FEMCS passage could and is known to flood partially and/or completely, and that it is impossible to predict the time lag between rainfall and flood-flow in the cave. I understand that the water in FEMCS is polluted by unknown means and may be dangerous to my health.

I acknowledge that steep, slippery mud banks, loose piles of rock, unstable canyons, and rock falls occur in various locations in the cave and pose hazards known or unknown, such as, but not limited to, slipping, falling, and being hit or crushed.

I acknowledge that there may be higher levels of radioactivity in a limestone cave as compared to the surface of the earth for completely natural reasons and that the effect of this radiation on a cave explorer is unknown; but that smoking increases the amount of this radiation absorbed by the body. I will not smoke in the cave.

I acknowledge that access to FEMCS is controlled by a locked gate and that the lock is changed at random times. If I enter the cave at times other than that for which I have received permission, there is a real danger of being locked in the cave by a lock change. I understand that, due to a mechanical malfunction of the gate or lock, that I may be unable to get out of the cave. I will prepare for this eventuality by telling someone of my plans and carrying adequate food and clothing.

I acknowledge the gate door is very heavy and combined with the vertical entrance could result in injury if opened, dropped, closed, or misused while someone is entering, exiting, climbing, or rappelling the entrance drop. I will not use the gate as a hand hold or for any other means while using this entrance.

I acknowledge that I have the proper equipment to go caving, to include but not limited to, three sources of lights, helmet, gloves, and boots, in addition to the necessary vertical cave equipment. I am well versed and trained in caving first aid, cave rescue, and caving self-rescue.

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 all trash that is left by other cavers.

I will not make any changes to the cave including digging or modifying cave passages.

I will not use any drugs, alcohol, or any intoxicating substances in the cave or on the adjacent cave property,

I am stating that I am in good health and I am not taking any prescribed medicine at the present time and do not know of any health reasons that should keep me from entering and exploring this cave. I am 18 years of age or older. (No one under the age of 18 is allowed to enter this cave.)

I will not venture or enter any commercial portion of Mammoth Cave National Park without prior written permission to do so by the MCNP Authority.

I understand that it is a criminal act, both state and federal, to knowingly harm any cave fauna or animal, formation, or endangered species.

I will cave with a minimum of four persons while on a FEMCS trip. I understand that I have to have three other people on this trip and they need to sign waivers.

I am a member in good standing of the National Speleological Society (NSS). My NSS # is _____

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the owner or owners of record and the trip leaders and trip members harmless and blameless for any injury, including death, to myself occasioned by my participation in, or presence at caving activities, whether resulting by or through the negligence of the owner or owners of record, or the trip leaders or trip members, their agents, servants, officers, or employees. Should I, my heirs, personal representatives, or assignees, institute any action against either the owner or owners of record, trip leaders, or trip members arising out of injury or death to myself or property, then and in that event, I for myself and my heirs, legal representatives, and assignees, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by them.

WITNESS my hand and seal this date: Signed _____ Address _____

Birth Date: _____ In Case Of Emergency Contact #1 _____ Contact #2 _____