

## Cave Clothes/Packing List

Dress in layers as the cave is cool (48° F. year round and damp (96 –98 % humidity).

**First Layer:** This layer should be clothes that you don't mind people seeing you in when you take your muddy (second layer) clothes off. If it's warm, you could just wear these clothes back to the Nature Center.

- \_\_\_ long or short sleeved T-shirt
- \_\_\_ jogging type shorts, or leggings or long underwear
- \_\_\_ heavy socks, preferably wool

**Second Layer:** This is the layer that will get VERY dirty. You will take this layer off once you are out of the cave.

- \_\_\_ heavy long sleeved sweatshirt, fleece or lightweight jacket
- \_\_\_ wind pants, jeans, or jogging pants. (*Baggy pants tend to end up around your ankles if you go through the belly crawl!*)
- \_\_\_ shoes/hiking boots with fairly good traction. **They will get quite muddy!**
- \_\_\_ gloves – work type or stretchy cloth kind
- \_\_\_ thin stocking cap or bandana to wear under the caving helmet

**REMEMBER: THESE CLOTHES WILL GET DIRTY!**

**Clothes to change into:** Clean clothes to wear on the bus ride back to Quarry Hill. Clean footwear is especially important. You will put these clothes over your first layer (or just wear the first layer clothes).

- \_\_\_ jacket, sweatshirt, long sleeved shirt (Depends on the temperature.)
- \_\_\_ jeans or other pants, or if it's warm enough, shorts.
- \_\_\_ shoes or boots
- \_\_\_ socks

**Additional items to bring:**

- \_\_\_ flashlight (*new batteries*) that you can easily carry while climbing a ladder and it's OK if it gets dirty.
- \_\_\_ plastic bag to put dirty clothes in
- \_\_\_ water bottle & extra snacks (You WILL be thirsty & hungry when you're done exploring.)
- \_\_\_ cave permission slip

**Additional information:** There is not a separate changing area for men and women. There is also no running water but an outhouse is available.

# AGREEMENT TO RELEASE FROM LIABILITY AND MAKE A COVENANT NOT TO SUE

For information about this cave system, see [www.karstpreserve.com](http://www.karstpreserve.com)

**Owner:** Owner is the legal owner of the Land.

**Visitor:** Visitor is the party or parties requesting permission from Owner to enter the Land, to locate, visit, explore, study or map the cave or caves on the Land of the Owner. Visitor includes the family members of Visitor, his parents, wife, children, heirs, people assigned to the legal rights of Visitor, agents, executor and administrators.

**Land:** Land includes the real property owned by Owner on which Spring Valley Caverns and other caves are located. This includes the physical surface, either land or water, that must be crossed to reach the entrances to the caves located on the real property of Owner the caves themselves with the necessary surface that must be crossed in order to discover unknown entrances to unknown or known caves on the real property of Owner.

**Release from Liability:** Release from Liability within this agreement means a relinquishment and giving up by Visitor of all his legal rights, claims and privileges against Owner that now exist or may come to exist in the future. It intended to extinguish and end forever any right of legal action by Visitor against Owner for any damage, injury or death to Visitor or his property while on the Land.

**Covenant Not to Sue:** Covenant Not to Sue within this agreement means Visitor is forever barred from enforcement by lawsuit against Owner of any claim or cause of action for damage, injury or death to Visitor or his property now existing or coming into existence in the future arising from any activity of Visitor while on Owner's Land.

**General Agreement:** This contract between Owner and Visitor shall be construed as a whole. Words used will be construed according to their ordinary meaning. This contract is intended to be the complete and final expression of the intentions of both parties and is formed and binding when signed by both parties below.

**Specific Agreement:** Owner makes an unconditional promise to allow Visitor to enter upon Land and visit, enter, explore, study and map caves on the Land. Owner disclaims any and all responsibility for bodily injury, death or damage to Visitor or his property while on Owner's Land. In addition, Visitor makes with Owner a Covenant Not to Sue Owner for any reason arising from any bodily injury, death or damage to Visitor on his property occurring while on Owner's Land. Visitor acknowledges the inherent dangers of cave exploration and assumes any and all risks arising out of travel across the Land of Owner and travel within the caves located below the surface of Owner's Land.

**Intention of Parties:** Parties intend and contemplate this contract will be binding with respect to any claims made by Visitor against Owner based upon death, injury, or damage to Visitor or his property arising from a visit by Visitor to Owner's Land which includes: (1) Known and expected injuries and damages to Visitor and his property and expected and unexpected consequences of those injuries and damages; (2) Unknown and unexpected injuries and damages to Visitor or his property and expected and unexpected consequences of those injuries and damages; and (3) Any other injury or damage to Visitor and his property and the consequences of those injuries and damage that may not be within the contemplation of the parties at the time this contract is signed.

**Consideration:** Owner acknowledges that Visitor's promise to Release Owner from Liability and make with Owner a Covenant Not to Sue has value to Owner. Visitor acknowledges Owner's promise to allow Visitor to enter Owner's Land has value to Visitor. Owner and Visitor both agree that Owner's promise to allow Visitor to enter Owner's Land caused Visitor to Release Owner from Liability and make Owner a Covenant Not to Sue. Owner and Visitor both agree that Visitor's promise to Release Owner from Liability and make with Owner a Covenant Not to Sue caused Owner to allow Visitor to enter Owner's Land, something Owner would not otherwise have done and for which Owner except for this contract has no obligation to do.

**Time Period Contract in Effect:** The period of time Owner grants permission to Visitor to visit on his Land is set forth next to Owner's signature. Visitor's Release from Liability and Covenant Not to Sue is and shall be in effect forever.

**Date:** \_\_\_\_\_ (Date agreement starts)

**Visitor:**

\_\_\_\_\_  
Signature

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

**Signed:**  
**Owner** \_\_\_\_\_

John Ackerman

**Period of time within Visitor may visit Owner's  
Land: One Year**

Revised: 4-1-2007