

Glenwood Caverns, Inc.
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
VISITOR'S ACKNOWLEDGMENT OF RISKS

You are participating at your own risk!

In consideration of the services of Glenwood Caverns, Inc., their officers, directors, shareholders, guides, subcontractors, agents and employees and all other persons or entities associated with those businesses hereinafter collectively referred to as "Glenwood Caverns," I agree as follows:

I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in the sport of cave touring with Glenwood Caverns.

I FULLY UNDERSTAND THAT THE ACTIVITY OF CAVING AND "WILD/Adventure TOURS" and exposures connected with these activities involve inherent dangerous risk of serious injury or death and that I am cognizant of the risks and dangers inherent with the activities, that I and/or my family, including any minor children, are fully capable of participating in the activities contracted for and willingly assume the risk of injury or death as my responsibility. The following describes some, but not all, of these risks:

Injuries from:

- | | | |
|--|---|--|
| 1. Slipping on cave surface | 4. Loss of control | 6. Misconduct by other participants |
| 2. Falling while walking in cave | 5. Collisions with other participants, rocks, and other manmade or natural obstacles whether obvious or not | 7. Trauma from exposure to the elements(water, wind, cold) |
| 3. Being struck by rocks or other obstacles or persons | | 8. Hypothermia |

I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified.

I UNDERSTAND AND AGREE THAT ANY BODILY INJURY, DEATH or loss of personal property and expenses thereof as a result of my participation or the participation of my family in any scheduled or unscheduled activities are my responsibility. I also state and acknowledge that activities associated with caving, hiking, climbing, falling, and hypothermia (rapid and medically serious loss of body temperature), can result in accidents or illness in remote places without medical facilities, physicians or surgeons and exposure to extreme temperature or inclement weather.

IN CONSIDERATION OF and as a part payment for the right to participate in the activities associated with Glenwood Caverns and any other activities that may be arranged for me and/or my family by Glenwood Caverns and its agents and associates, I do hereby agree that myself and my family (including minor children) are in good health with no physical defects that might be injurious and that myself and my family are able to handle the caving, hiking, climbing, falling and all other activities associated with wild/adventure tours.

I UNDERSTAND THAT ANY ROUTE or activity chosen as a part of our wild/adventure tour may not be the safest but has been chosen for its interest and challenge.

AS LAWFUL CONSIDERATION for being permitted by Glenwood Caverns to participate in caving and wild/adventure tours, I do hereby (1) release from any claim of legal liability, and (2) agree not to sue, claim against, prosecute or attach the property of, Glenwood Caverns and all of their officers, directors, shareholders, guides, subcontractors, agents and employees for any and all injury or death caused by or resulting from my participation in the activities provided by Glenwood Caverns whether such claim for injury or death is based on negligence, breach of contract, strict liability or any other cause.

I FURTHER AGREE TO DEFEND, indemnify and hold harmless Glenwood Caverns and all of their officers, shareholders, directors, guides, subcontractors, agents, and employees for any injury or death caused by or resulting from my or my family's participation in the activities associated with Glenwood Caverns both scheduled and unscheduled whether such claim for injury or death is based on negligence, breach of contract, strict liability or any other cause.

THIS AGREEMENT shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT and fully understand its contents. I am aware that I am releasing certain rights that I otherwise may have and I enter into this contract in behalf of myself and/or my family, including all minor children in my care, custody, and control, of my own free will.

THIS IS A RELEASE OF LIABILITY.
BY SIGNING, I STATE I FULLY UNDERSTAND AND AGREE TO ITS TERMS.

Printed Name: _____

Date: _____

Participant's Signature _____

Parent's Signature
(If Participant is under 18 years of age)