

Onyx Cave Release, Waiver of Liability and Indemnification Agreement

**THIS DOCUMENT MUST BE SIGNED by anyone entering Onyx Cave or the property on which it is located.
NO ADDITIONS, DELETIONS, CHANGES OR OMISSIONS are permitted on this document.
YOU MUST SIGN AT THE BOTTOM TO INDICATE AGREEMENT.**

Onyx Cave is a moderately large cave located on property in Santa Cruz County, Arizona, with several miles of passage and a number of pits up to 150 feet deep. The main passage has a rift about 20 feet deep not far from the entrance. Good climbing skills, proper equipment and experience with vertical rope techniques are required to travel into the cave. Escabrosa Grotto, Incorporated (EGI), consisting of its executive board officers, key holders, access managers, members and volunteers, manage the cave on behalf of the owner, and will be referred to as EGI or *managers* in this document.

IN CONSIDERATION of being permitted to enter upon the cave property and/or into Onyx Cave, I the undersigned participant, for myself and my participating minor child(ren) if any, declare and agree as follows:

1. I acknowledge that Onyx Cave is a completely "wild" cave with no improvements other than a gated entrance. I understand that this is a largely vertical cave, which requires climbing skills and extensive rope work. I covenant, warrant and represent that I and the others in my party are entering the cave property and Onyx Cave for purely legal and recreational purposes, and that I and the others in my party possess the skill and level of experience necessary to navigate the cave safely.

2. **I acknowledge that ENTERING THE CAVE PROPERTY AND ONYX CAVE ITSELF IS AN ACTIVITY WHICH IS INHERENTLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS BODILY INJURY AND/OR DEATH.**

3. I acknowledge that risks may include: inaccurate information; lack of proper instruction; equipment malfunction; equipment misuse by either the participant or other participants or owners or managers of Onyx Cave; slippery surfaces; dislodged rocks; slipping and/or falling; dangerous animals; unimproved roads or trails; and other risks, with consequential injuries received that may be compounded by negligent rescue operations or procedures of the released parties or others. This list is by no means complete and does not exclude any other risks that may arise but are not listed.

4. I expressly and voluntarily assume any and all risks of entering the cave property and/or Onyx Cave, including without limitation all known or unknown, obvious or non-obvious, hidden or latent defects or hazards on the cave property or within Onyx Cave, risk of death, personal injury, property damage, and any injuries that may be caused by negligent action of the released parties.

5. I do hereby remise, release and forever discharge EGI, its officers, key holders, access managers, members, volunteers, successors and assigns, and any and all other persons, firms, associations, partnerships, including limited partnerships, corporations, franchisees and other subsidiaries, whether herein named or specifically referred to or not, and who together with EGI may be jointly and severally liable to me and/or my participating minor child(ren), of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whatsoever in law or equity, including claims for contribution, arising from or by reason of any known or unknown, foreseen or unforeseen claims whatsoever, including without limitation claims for damage to my property or equipment, theft of the same, injury of myself or anyone accompanying me, whether adult or minor, which may result from my entry upon the cave property and/or Onyx Cave. However, nothing in this Release, Waiver of Liability and Indemnification Agreement shall in any way release the Trip Leader from any of his or her obligations as set forth in the Onyx Cave Management Plan.

6. I covenant to fully indemnify EGI, its officers, key holders, access managers, members and volunteers, from any and all losses, including without limitation attorney fees, arising in any manner from my entry upon the cave property and/or Onyx Cave; and I agree to pay any and all reasonable charges for treatment and/or emergency evacuation costs arising in any manner from entry upon the cave property and/or Onyx Cave.

7. I represent and warrant that neither I nor my participating minor child(ren) are currently using any substance, medicine, drug or alcohol, that may in any manner impair or hinder my or our ability to safely enter upon the cave property or into Onyx Cave.

8. I acknowledge that any person entering upon or into the cave property or Onyx Cave without a signed release will be considered trespassing.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. I 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 of this agreement. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the United States of America and State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Activity: **Onyx Cave Trip**

_____ Date of Onyx Trip (valid for this date only)

Signature of Participant, or Parent of Participating Minor Child(ren)

Address, City, State, Zip

Printed Name

Date

(____)____-____
Phone

Name of Participating minor child(ren), if any

Emergency Contact Person

(____)____-____
Emergency Contact Phone