

# KENTUCKY KARST CONSERVANCY APPLICATION AND WAIVER

\_\_\_\_\_  
 (Last Name)(First)(Middle Initial)

\_\_\_\_\_  
 (Street Address)(City)(State) (Zip)

\_\_\_\_\_  
 (Email Address)

\_\_\_\_\_  
 (Daytime Phone) (Cell) (Home)

\_\_\_\_\_  
 (Grotto Affiliation) (NSS #)

There are two classes of membership, Active and Subscription. An Active Class membership is a member who actively participates in the operations of the Conservancy, attends two or more quarterly meetings or two committee meetings plus one quarterly meeting. The Active Class membership has voting rights for the Board and proposed changes to the Bylaws, may chair committees or be assigned to a committee. A Subscription Class membership is a member who has paid membership dues but is not active, has no voting rights and cannot serve on the Board.

MEMBERSHIP	RIGHTS	RESPONSIBILITIES
<input type="checkbox"/> Annual Membership – (Due January each year) \$15.00	Voting rights are determined based on Class membership.	Pay dues Collect and turn in to Key Holder waivers from non-members for trips. Do not lose the key. Responsible for replacing lost keys. Do not copy keys. Do not lend the key out. Return key to Key Holder after trip. Cave.
<input type="checkbox"/> Lifetime Membership - KEY HOLDER \$300.00  <input type="checkbox"/> Checking opts you out of Key Holder Responsibilities. You can't lend the key out.	Voting rights and service on the Board of Directors are determined based on Class membership.	Collect Waivers from Member's trips. Document trip information from Members. Do not lose the key. Do not copy keys. Do not lend keys out to non-members. Cave.
<input type="checkbox"/> Payment Plan \$100 per year over 3 yrs.	Payment plan members are entitled to the rights of Annual membership until Lifetime due are paid in full, at which time the member will obtain rights of a Lifetime member.	See Annual membership above Once a Lifetime Member see Lifetime Membership responsibilities above.
Honorary Membership Given by the Board	Voting rights and service on the Board of Directors are determined based on class membership.	

Upon application and payment of the appropriate dues, the applicant is accepted as a member of the Conservancy subject to payment of dues when required. Grounds for revocation of membership will be evidence of action(s) by the member which are in conflict with the purposes of the Conservancy.

Please initial the following to indicate agreement:

\_\_\_\_\_ Key Holders may not deny any member access to a key.

\_\_\_\_\_ I will not knowingly take any person into Big Bat Cave who has not signed a waiver.

\_\_\_\_\_ This waiver is subject to change and if changed all members and Lifetime members will need to sign an updated waiver. \_\_\_\_\_ I have signed and attached the liability waiver and understand that membership will not be granted without said waiver.

\_\_\_\_\_ (Date) (Signature)

## APPLICATION RELEASE AND WAIVER OF LIABILITY

I, the undersigned, in consideration of being granted permission upon my specific request to visit Big Bat Cave, Breckinridge County, Kentucky, hereby agree as follows:

I knowingly, freely, and voluntarily, for myself, my heirs, personal representatives, and assigns WAIVE any right or cause of action of any kind whatsoever, arising as a result of visiting Big Bat Cave or the adjacent property, from which any liability may or could accrue to the Kentucky Karst Conservancy, Inc., its Boards of Directors, owners, agents, members; and any other landowners which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, rock fall, falling, or other accident, and to my property, while participating in cave exploring, hiking, or in any other in-cave or surface activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of the property.

I acknowledge that Big Bat Cave is completely "wild" 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 herein. I desire to visit Big Bat Cave and will do so completely at my own risk.

I also acknowledge that Big Bat Cave contains nearly fourteen miles of passage, there may be more passages unknown to the owners, and that there is a very real danger of becoming lost.

I acknowledge that Big Bat Cave may flood, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter the cave when the weather is questionable or ground thaw could occur. Doing so could result in death by drowning, hypothermia, or entrapment.

I acknowledge that the entirety of Big Bat Cave is physically demanding.

I acknowledge that the water in Big Bat Cave may be polluted by unknown means and may be dangerous to my health if ingested or by contact. I acknowledge that steep, slippery mud banks, exposed climbs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, I may be unable to get out of the cave. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I will also carry multiple light sources suitable for caving conditions.

I acknowledge that the Mushroom entrance to Big Bat Cave is controlled by a locked gate. I acknowledge that, due to a mechanical malfunction or tampering by others, I may be unable to get out of the cave due to the gate. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I agree to re-lock the gate upon entering and leave the key in a location known to all members of my party while in the cave so that any member of the party may exit in case of an emergency. I will promptly return the key after completion of my trip. I will not duplicate the key.

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 trash left by other cavers, nor will I leave or deposit bodily waste in the cave.

I will not enter the cave with muddy or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus Geomycesdestructans(White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the cave. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering Big Bat Cave. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting Big Bat Cave.

I will not make any changes to the cave including digging out of crawl ways, setting bolts or other hardware, or otherwise modifying the passages. I will not knowingly take any person into Big Bat Cave who has not signed an agreement similar to this one.

I will not smoke in the cave. I will not use any alcohol or other intoxicating substances in the cave or for at least eight hours before visiting the cave. I understand that it is a criminal act under Kentucky law pursuant to Kentucky Revised Statutes 433.871-885 to knowingly harm any cave fauna or speleothem. I acknowledge that no compensation has been given to the trip leader or organizer of this trip other than shared transportation costs if applicable. I understand that the owner's liability towards me is limited by Kentucky Revised Statue 433.883.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Kentucky Karst Conservancy, its Board of Directors, agents, members, and adjacent landowners harmless and blameless for any injury to myself, including death, occasioned by my participation in caving and surface activities, whether resulting by or through the negligence of the Kentucky Karst Conservancy, its Board of Directors, owners, agents, members; or adjacent/associated landowners. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver, I for myself and my heirs, legal representatives, and assignees, **HEREBY AGREE to pay all costs of such action, including attorney fees incurred by those to be held harmless.**

<p>WITNESS my hand this date _____ Printed</p> <p>_____ Name</p> <p>_____ Signature</p> <p>_____ Address</p> <p>_____ Birth Date</p> <p>_____</p>	<p>If applicant is under 18 years of age, parent(s) or guardian(s) must also sign and AGREE to the above RELEASE and WAIVER.</p> <p>Printed _____ name</p> <p>____ As parent or guardian of _____ Signed</p> <p>_____ Date</p> <p>_____</p>
---	---

