Caving Club at Indiana University
Conditions for Membership and Release of Liability Agreement

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In consideration for becoming a member of the Caving Club at Indiana University (the “Caving Club”):

Section 1: Waiver of Liability

I, _________________________, the undersigned, acknowledge that I am over 18 years of age and have the capacity to enter into a contract, or I have obtained the signature of my parent or guardian. I hereby freely and voluntarily release and discharge the Caving Club, Indiana University, and their agents, officials, representatives, directors, officers, members, employees, and trustees, from ANY AND ALL Liability, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, OR INJURIES, accruing to any person or property, including those based upon serious injury or death, which may result from my preparation for or participation in, or sustained while traveling to or from such participation in the Caving Club. I also fully release and discharge the above-named parties of/from any and all liability, claims, demands, cause of action, losses, damages, or injuries which may result from the discontinuation of the Caving Club.

Section 2: Assumption of Risk

I understand that Caving Club’s activities may include, but are not limited to, the following: travel to, from, and during the Club’s events; physical activities including but not limited to running, hiking, swimming, water sports; physical exertions such as lifting or moving heavy objects; spending extended periods of time outdoors and being exposed to the elements (sun, wind, rain, etc.); consumption of food and/or beverage(s); exploring caves; camping; and other activities within caves.

I understand that during my participation in the Caving Club, I may be exposed to a variety of hazards and risks, both foreseen and unforeseen, which are inherent in participation and cannot be eliminated without defeating the purpose of the Caving Club. These inherent risks include, but are not limited to, the dangers of serious personal injury or death, and property damage. Specifically, these risks may include, but are not limited to, the following: injuries related to outdoor adventure activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; transportation accidents; driver error; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items or insect or animal exposure; equipment failure; drowning; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.

I understand that my participation in the Caving Club is entirely voluntary. I know the inherent risks associated with participating in the Caving Club, understand and appreciate these risks, and assume responsibility for these risks.

Section 3: Indemnification Agreement

I hereby agree to indemnify, release, and hold harmless the Caving Club, Indiana University, and their officers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with the Caving Club from any and all claims, actions, suits, procedures, costs, expense, damages and liabilities, including reasonable attorney’s fees, court costs,
and investigative costs incurred by any release as a result of my participation in the organization, and to reimburse them for such expenses they incur.

I also understand that some drivers of the vehicles in which I ride to, from, and during Caving Club events; the owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during Caving Club events; the staff/employees of any hotel at which I stay; the staff/employees/owners of any site I may visit; other participants in Caving Club events (whether associated with my group or not), and any other third parties (collectively, “Third Parties”), are not agents or employees of the Caving Club. Therefore, I also understand and agree that the Caving Club is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.

**Section 4: Insurance**

I hereby understand that the Caving Club does NOT provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that the organization strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to Caving Club activities.

I have read this agreement and fully understand that by signing this agreement I am giving up legal rights and/or remedies that might otherwise be available to me.

I understand that although this organization has members who are Indiana University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise or control the organization and is not responsible for the organization's contracts, acts or omissions.

This agreement will be binding upon me, my spouse, my heir(s), next of kin, estate, executors and anyone claiming any rights(s) on my behalf.

Indiana law will control any issues of validity or interpretation of this agreement. Notwithstanding any other agreement I have signed related to the Caving Club, I agree that I will file no action against the Caving Club, Indiana University or their officers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with the Caving Club in any court other than the Circuit Court of Monroe County, Indiana.

I intend this agreement to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this agreement proves invalid, the remainder of the agreement will remain valid and enforceable.

________________________  ________________________
Name of Participant (Print)  Today’s Date

________________________
Signature of Participant

________________________  ________________________
Emergency Contact Name (Print)  Participant’ Email

________________________  ________________________
Emergency Contact Phone Number  Dues Paid On:  ___________  Cash - Check

Officer/Trip Leader Initials:  ___________