

Cathedral Cave Preserve Release

The Cathedral Cave Preserve is defined as the private parcel of land which contains Cathedral, Indian and other caves, located in Yavapai County Arizona, a subdivision of Juniper wood Mountain Ranch.

RELEASE AND WAIVER OF LIABILITY, PRIMARY ASSUMPTION OF RISK and INDEMNITY AGREEMENT for anyone entering upon the said parcel. NO ADDITIONS, DELETIONS, CHANGES OR THE OMISSION are permitted on this document. YOU MUST THEN SIGN AT THE BOTTOM of the page TO INDICATE AGREEMENT.

IN CONSIDERATION of being permitted to enter onto the land of and participate in activities in the area known as the Cathedral Cave Preserve, the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and next of kin, hereby:

1. Acknowledges entering the property of and actual caves known as Cathedral Cave Preserve is an activity that have inherent dangers and that all statements or promises, verbal or printed, that I may have previously heard or received as to facts of safety are hereby repudiated. These hazards do involve the risk of serious injury and/or death and/or property damage.
2. Acknowledges that risks may include, but are not limited to, misinformation and instructions or the lack thereof; equipment malfunction; equipment misuse by either the participant or other participants or owners of the Cathedral Cave Preserve. Slippery surfaces, dislodged rocks; falling; dangerous animals, unimproved roads or trails and others, 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 not listed.
3. Expressly and voluntarily exercises a Primary Assumption of Risk acceptance and assumes all risk of death, personal injury, property damage, and all other injuries that may be caused by passive or active negligence in actions or services of the released parties; or hidden, latent, or obvious defects or hazards on the property, in the equipment or in the caves environment, that may be incurred while visiting Cathedral Caves (or that may be incurred by the participating minor child).
4. Forever releases, waives, discharges and covenants to fully indemnify from all losses and to not sue Cathedral Caves Preserve Owners, their families or heirs, employees, associates, volunteers, guides, or suppliers, doing business with Cathedral Cave Preserve Owners for claims, demands, or causes of action that I may have (or that the participating minor child may have) for injuries and damages arising out of participation while visiting this property, including, but not limited to, losses caused by the passive, active or gross negligence of the released parties, or by hidden, latent, or obvious defects or hazards in the equipment or misuse of the equipment or the cavern environment itself.
5. Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to negligence of all kinds by the released parties, including negligent rescue operations, and is intended to be as inclusive as possible, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Agrees to fully indemnify Cathedral Caves Preserve Owners and be financially responsible for any attorney's fees, any other legal fees of any kind, and all treatment and/or any necessary emergency evacuation costs arising from participation (or that of the minor child) while upon the said property.
7. Declares that I (or the participating minor child) have no history of illness or injury, nor are currently using any substance, medicine, drug or alcohol, that may hinder my ability to safely participate on a visit of the Cathedral Cave Preserve and or its caves.
8. Any person entering upon the parcel described as Cathedral Caves Preserve without a signed release will be considered trespassing. Any person entering or breaching gates of Cathedral Cave Preserve and other caves on this parcel without permission of property owners will be deemed as unlawful entry. Said property owners will use all means as defined by Arizona and Federal laws to protect this property and natural resources.

I HAVE READ this Release and Waiver of Liability, Primary Assumption of Risk and Indemnity Agreement, 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.

Signature of Participant, or Parent of Participating Minor

Address, City, State, Zip

Printed Name

Date

(____) ____ - ____
Phone

Name of participating minor child (if any)

Emergency Contact Person

(____) ____ - ____
Emergency Contact Phone