

VOLUNTARY RELEASE, WAIVER AND COVENANT NOT TO SUE

We, _____ the undersigned, adult individuals request and have been granted permission by the owner(s) to enter upon the property of _____, to hike and explore caves and/or pits located thereupon; We understand and acknowledge that any hazard, danger or obstacle we may encounter is our own responsibility, and it is our voluntary choice to undertake these activities.

Accordingly, we agree that the owner of the property, _____, and his/her lessors, lessees, agents, heirs or assigns ("owners") are free from any and all liability to us, the undersigned individuals, for any personal injury or property damage incurred by each of the undersigned persons, including our heirs, spouses, or personal representatives. Specifically, we, and each of us, voluntarily agree to RELEASE, DISCHARGE, HOLD HARMLESS, and forever COVENANT NOT TO SUE the owners of the property where this cave exploring/hiking activity takes place, from any and all claims, demands, actions, liability or judgments - present or future - arising out of strict liability, negligence or failure to act or warn, or otherwise, which causes the undersigned (and each of them) injury, death, damages or property damage.

We hereby COVENANT and PROMISE to hold the owner(s) harmless and free of any and all liability for any injury, claim, demand, actions or expense which, we, the undersigned, may incur while on the property.

We have each read the foregoing RELEASE, understand its terms, and do intend for said RELEASE to be binding upon each of us and/or our heirs or personal representatives.

Date: _____ Place: _____