

Driftless Cave and Campground LLC. DBA "Spook Cave and Campground"
Cave Tour Participant Release of Liability and Assumption of Risk Agreement

- **Masks are recommended during the cave tour.**

In consideration of the services of Driftless Cave and Campground LLC.DBA "Spook Cave and Campground", its officers, agents, employees, volunteers, and all other persons associated with this business (hereinafter referred to as "Spook Cave"), Participant understands, acknowledges, and agrees as follows:

1. Spook Cave reminds participants that this activity is not without risk, including significant injury and/or death. Some of the risks are as follows: 1) the nature of the activity itself; 2) the acts or omissions of Spook Cave; 3) Defects or conditions in equipment or property supplied by Spook Cave; 4) use or operation by Participant or others of equipment supplied by Spook Cave; 5) acts or errors of other participants in this activity, employees and or agents of Spook Cave; 6) weather conditions; 7) contact with narrow and low cave walls, ledges, etc; 8) my own physical condition, or my own acts or omissions; 9) conditions of cave, roads, railroads, trails, ponds, waterways or terrain, and accidents connected with their use; 10) first-aid, emergency treatment or other services rendered

I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness (including but not limited to Covid-19), disease, and/or damage to myself, to my property, to spectators and/or others.

2.I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF Spook Cave or others and assume full responsibility for my participation.

3.I agree that my participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.

4.I, for myself and on behalf of my heirs, assignees, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS SPOOK CAVE, other participants, sponsors, advertisers, employees, volunteers, and owners and lessors of premises used to conduct the activity, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, disease, or death I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF SPOOK CAVE OR OTHERWISE, to the fullest extent permitted by law.

Signature of participant _____ Print Name _____

Signature of participant _____ Print Name _____

Signature of participant _____ Print Name _____

If under 18, signature of
Parent or Guardian _____ Print Name _____

Date Signed _____