



# NUTTY PUTTY CAVE - RELEASE AND WAIVER OF LIABILITY AGREEMENT

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Revision date: 4/2009

## NUTTY PUTTY & SITLA OWNED CAVES RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, (please print) \_\_\_\_\_, in consideration of my being granted permission to visit the Nutty Putty Cave, Utah County, Utah, such permission granted to me at my specific request, 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 my visiting Nutty Putty and other School and Institutional Trust Lands Administration ("SITLA") owned caves, or the corresponding property, from which any liability may or could accrue to SITLA, its Executive Board agents, representatives and employees, the Timpanogos Grotto and its leadership and members, the Cave Management Team, and the Cave Access Manager, and assume all risks of injury to myself, including death by drowning, falling, exhaustion, entrapment, or other accident, and to my property, while participating in cave exploring or in any activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on or within the bounds of their property.

I acknowledge that Nutty Putty Cave is a completely "wild" cave and no improvements other than a gated entrance and one rope down the Big Slide 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 below. I desire to visit Nutty Putty Cave and will do so completely at my own risk.

I acknowledge that Nutty Putty Cave contains many diverse passages, and there may be more passages unknown to the land owners, and that even with a map and compass, a very real danger of becoming lost exists.

I acknowledge that water is often at the entry of the cave, but that there are no other known water risks in the cave.

I acknowledge the risks inherent to a climbing/crawling cave and I agree to wear a helmet inside the cave at all times. I agree to bring a helmet mounted headlamp and two other reliable sources of light. I also agree to wear appropriate footwear and clothing and realize that they will be filthy dirty upon exiting the cave.

I acknowledge that there are large drops and I accept the risks involved with navigating the climbs and drop-offs.

I acknowledge that steep, slippery mud banks and loose piles of rocks occur in various locations in the cave and pose hazards of slipping and falling.

I acknowledge that one rope has been installed in the cave down the Big Slide and that it is changed annually, and that I am responsible to inspect it before using and notify the Cave Management Team of any premature wear and tear. I acknowledge that if I use the provided rope, that it is at my own risk. I realize that I have the option to bring my own 100' rope to use instead of the one provided by the Cave Management Group.



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I acknowledge that there may be higher levels of radioactivity in a cave as compared to the surface of the earth for completely natural reasons and that the effect of this radiation on a cave explorer is unknown, but that smoking increases the amount of this radiation absorbed by the body.

I acknowledge that access to Nutty Putty Cave is controlled by a locked gate and that the lock may be changed at random times. If I enter the cave at times other than that for which I have received permission, there is a real danger of being locked in the cave by a lock change.

I acknowledge that, due to a mechanical malfunction or tampering by others, that I may be unable to get out of the cave. I will prepare for this eventuality by leaving my trip plans with an emergency contact at home so that if I do not arrive back on time that search and rescue can be notified.

I agree that I will not leave the gate unlocked while I am in the cave. I will leave the key at the bottom of the entrance climb and inform each person in the cave of its location so that any member of the party may exit in case of an emergency.

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.

I will not make any changes to the cave including digging out of crawlways or otherwise modifying the passages.

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 will not knowingly take any person into Nutty Putty Cave who has not signed this very same agreement.

I understand that it is a criminal act under Federal law to knowingly harm any cave fauna or speleothem.

I acknowledge that the cave has many tight passageways that if I enter I may get stuck, and that if I do, that I willingly agree to be financially responsible for the expenses incurred in the search, rescue, extraction, and any ensuing medical expenses associated with my cave exploring.

And finally, I acknowledge that there are at least a thousand other ways that I may become injured, die, or be harmed emotionally and/or physically while visiting this cave and I am assuming all responsibility and holding all other parties harmless. I am willingly entering at my own risk.

**MEDICAL RELEASE CLAUSE** - I hereby give permission for any and all medical attention to be administered in the event of accident, injury, sickness, etc., and I assume the responsibility for the payment of any such treatment. This waiver and medical release is effective for the duration of the Nutty Putty Cave trip.

I, for myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the School and Institutional Trust Lands Administration ("SITLA") harmless and blameless for any injury to myself, including death, occasioned by my participation in, or presence at caving activities, whether resulting by or through the negligence of the Cave Management Group, the Cave Access Manager, The Timpanogos Grotto and its members, agents, servants, officers, or employees.



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Should I, my heirs, personal representatives, or assigns, institute any action against the parties just mentioned, arising out of injury, death, or damages to myself or property, then and in that event, I for myself and my heirs, legal representatives, and assigns, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by them.

If applicant is under 18 years of age, parent(s) or guardian(s) must also sign and AGREE to the above RELEASE and WAIVER.

Activity: **NUTTY PUTTY CAVE TRIP** Date of Trip: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_

**PARENT/GUARDIAN APPROVAL** - Applicants under age 18 must have Parents or Guardians read, approve, and sign this waiver and medical release form.

\_\_\_\_ I APPROVE THIS WAIVER & MEDICAL RELEASE FORM AND I AM ALLOWING MY SON/DAUGHTER TO PARTICIPATE IN THE CAVE TRIP.

PRINT NAME: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TOUR LEADER SIGNATURE** - When the applicant is under 18, the Tour Leader must also sign and verify that the Parent or Guardian is aware of the risks of caving and that they signed this waiver and medical treatment form.

I certify that the form was read and signed by the Parent/Guardian.

TOUR LEADER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_