

Participation date \_\_\_\_\_

Cost \_\_\_\_\_

**MOANING CAVERN RELEASE AND WAIVER OF LIABILITY,  
PRIMARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**NO ADDITIONS, DELETIONS, CHANGES OR THE OMISSION of initials or signatures are permitted on this document. PLEASE INITIAL on the line after each numbered paragraph to indicate you have READ AND UNDERSTOOD that paragraph. The omission of an initial does not void agreement with that paragraph. YOU MUST THEN SIGN AT THE END OF THIS DOCUMENT TO INDICATE AGREEMENT in the presence of a Moaning Cavern employee who will sign the document as witness.**

IN CONSIDERATION of being permitted to participate in the activities known as the Rappel and Adventure Trip at Moaning Cavern, 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 that the Rappel and Adventure Trip are activities 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.

**Paragraph 1 read and understood \_\_\_\_\_**

2. And, 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 employees of Sierra Nevada Recreation Corporation; slippery surfaces; dislodged rocks; falling; and others, with consequential injuries received that may be compounded by negligent rescue operations or procedures of the released parties or others.

**Paragraph 2 read and understood \_\_\_\_\_**

3. And, acknowledges that the Rappel and Adventure Trip are activities for the purpose of recreation, sport, and entertainment only and not for transportation from one location to another, and expressly repudiates any common carrier claim (California Civil Code Section 2100-2104).

**Paragraph 3 read and understood \_\_\_\_\_**

4. And, 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 in the equipment or in the cavern environment itself, that may be incurred on the Rappel and/or Adventure Trip (or that may be incurred by the participating minor child).

**Paragraph 4 read and understood \_\_\_\_\_**

5. And, forever releases, waives, discharges and covenants to fully indemnify from all losses and to not sue Sierra Nevada Recreation Corp., doing business as Moaning Cavern, its officers, directors, employees, associates, suppliers, agents, heirs, and assigns, 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 on the Rappel and/or Adventure Trip, 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.

**Paragraph 5 read and understood \_\_\_\_\_**

**CONTINUED ON BACK**

**MOANING CAVERN RELEASE AND WAIVER OF LIABILITY, PRIMARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT - PAGE 2**

6. And, 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.

**Paragraph 6 read and understood** \_\_\_\_\_

7. And, agrees to fully indemnify Sierra Nevada Recreation Corporation 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) on the Moaning Cavern Rappel and/or Adventure Trip.

**Paragraph 7 read and understood** \_\_\_\_\_

8. And, 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 (or that of my participating minor child) to participate on the Rappel and/or Adventure Trip.

**Paragraph 8 read and understood** \_\_\_\_\_

**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 and force of this agreement.**

Signature of Participant and/or  
Parent/Guardian of Participating Minor Child

Date

Signature of Witness

**PLEASE LEGIBLY PRINT THE FOLLOWING INFORMATION:**

Adult name \_\_\_\_\_ Phone number (\_\_\_\_) \_\_\_\_\_

Name of participating minor child (if any) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address \_\_\_\_\_

**IN CASE OF EMERGENCY PLEASE CALL THIS PERSON:**

Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_



*Cavern & Gold Mine  
fun & education  
in California's  
underground*

## ATTENTION PARENTS & LEGAL GUARDIANS OF MINORS PARTICIPATING ON THE MOANING CAVERN RAPPEL AND/OR ADVENTURE TRIP AND/OR THE MOANING CAVERN ZIP LINE

If your child will be doing the Adventure Trip **WITHOUT** the rappel:

- We will need a signed and witnessed waiver of liability form signed by you. Your signature does not need to be notarized but another adult who will be accompanying your child on this trip must witness it.

If your child will be doing the rappel either as a part of the Adventure Trip or as a separate activity or the Zip Line, we will need one of the following:

- 1 A parent or legal guardian present at the cavern to sign the waiver -  
**OR**
- 2 Your child brings a signed waiver with your signature notarized  
**OR**
- 3 Your child brings a signed waiver that has been witnessed by another adult who will be present at the cavern and can verify your signature  
**OR**
- 4 Your child brings a notarized letter from you which authorizes another adult who will be present at the cavern to evaluate the Rappel and/or the Zip Line and sign the waiver(s)  
**OR**
- 5 Your child brings a signed letter from you which includes a witness signature of another adult who will be present at the cavern who can verify your signature, authorizing the adult to evaluate the Rappel and/or Zip Line and sign the waivers) for the child.

We regret that we have found it necessary to establish these requirements. If you have any questions about the Rappel, the Adventure Trip, the Zip Line or the any of the waivers, please don't hesitate to give us a call at 209/736-2708, 9 a.m. to 5 p.m. daily.

**NOTE:** The Adventure Trip With or Without the Rappel and the Zip Line each have separate Waivers of Liability.

**Sierra Nevada  
Recreation**

**Black Chasm Cavern  
California Cavern  
Moaning Cavern  
Gold Cliff Mine  
Sutter Gold Mine**

**PO Box 78  
Vallecito, CA  
95251**

voice:  
**209-736-2708  
866-SN-CAVES**

fax:  
**209-736-8330**

**cavernours.com**