

## RULES AND WAIVER

- Do not contact the landowner. Do not enter upon the properties until written permission is received and then only during the times/dates assigned by the STCC access manager.
- Access is free; commercial use, taking money to guide others, or giving pay, tips, donations, or love money to someone acting a guide is prohibited. **Not-for-profit groups, to include youth groups, who pay or accept any types of fees associated with cave trips, are not allowed at any time.** If you have a question about your group's eligibility, please contact the STCC manager.
- White Nose Syndrome (WNS) has been found in this cave. You must disinfect your gear before and after each trip into this cave. Please read the information here: [whitenosesyndrome.org](http://whitenosesyndrome.org)
- Follow these decontamination procedures: [National White Nose Syndrome Decontamination Protocols \(October 2020\)](#)
- If you want to mark your path through the cave, use temporary markers such as index cards with arrows on them, flagging tape, removable reflectors (reflectors on paperclips work really well), or other devices. Remove these while exiting the cave. **Do not carve or mark directional arrows, names, etc. onto the rocks. CHALK or CARBIDE path marks are NOT removable and may not be used in any caves anywhere!** This is considered vandalism and is punishable under WV law.
- Report any act of vandalism.
- The caves and the parking area are closed between midnight and 6:00 a.m. of each day. Please do not run the risk of disturbing the neighbors by arriving early or staying late.
- Do not allow individuals that do not have written STCC permission to accompany you on your trip. Do not give the combinations to others who do not have permission from STCC to enter the cave with you.
- Each participant must sign the release of liability waiver and must be confirmed by e-mail by STCC as having permission to enter the caves and properties.
- **Do not enter the lands leading to the gated Thorn entrance unless you have received written permission from STCC to do so. There are BULLS in the pastures leading up to this entrance.**
- Minors, those being under 18 years of age, require 2 signatures: their own and one parent's.
- Children under the age of 8 years are not allowed into Sinnott without special and written permission of the STCC manager. Special permission might be granted if and only if the cave manager personally knows the child, the parents of the child, and the cave leader.
- Children under the age of 12 years are not allowed through the vertical Thorn entrance without special and written permission of the STCC manager. Special permission might be granted if and only if the cave manager personally knows the child, the parents of the child, and the cave leader.

- Youth groups affiliated with national organizations must abide by their national organization's rules and regulations.
- All groups must consist of at least 4 individuals, and include at least 2 experienced cavers above the age of 21. All groups must include at least one experienced (5 or more caves) caver for every 4 novice cavers. No group will consist of more than 10 participants.
- Go only on the day and at the time you are scheduled. The lock combinations will be changed periodically, often, and without warning. For this reason all trips must be scheduled, **otherwise you might find yourself locked inside the cave.**
- A maximum of 5 vehicles is allowed per shift. Do not park on the far side of the road. Park well away from the edge of the road. Never impede traffic on the main thoroughfare.
- Pick up all trash inside and outside the cave.
- Be discreet while changing clothes near the road.
- Please leave all wildlife encountered inside and outside of the cave alone. See the Sinnett-Thorn homepage for information on bats and how to help bats survive the winter.
- WV state law allows no collecting of rocks, minerals, speleothems, flora and fauna. Collectors will be permanently banned and prosecuted to the fullest extent of the law.
- Do not relieve yourself in the caves. Use a pee bottle or other devices if needed.
- Email is preferred except in cases of life-threatening emergency. Your paperwork is NOT an emergency. The best time to reach the manager via phone is between 7:00 pm-8:00 pm.
- Contact the manager for scheduling and other questions.

## **SINNETT-THORN CAVE CONSERVANCY**

### **ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

We, the undersigned, for ourselves, our heirs and assigns, swear that we are over the age of 18 years, of sound mind and memory, in good physical condition, not under any disability that would prevent us from engaging in caving activities or make our execution of this **waiver and release** invalid, and further, that **we have not paid any fee or made any contribution to any person or organization in connection with entering into or guidance through the Sinnett-Thorn Caves** in Pendleton County, WV. We understand that access to the Sinnett-Thorn Caves is a privilege extended by the Landowner **and access to the caves is free of any charge at all times.**

We, the undersigned, understand that making any form of contribution or payment for the purpose of entering the Sinnett-Thorn Caves could be construed as “Cave-for-Pay” which is prohibited in the Sinnett-Thorn Caves.

We, the undersigned, acknowledge that in entering upon the Landowner's premises for the purpose of entering the Sinnett-Thorn Caves, we willingly place ourselves and our possessions in potential peril and expose ourselves to bodily harm extending to and including the possibility of death.

We, the undersigned, recognize that caving is an inherently dangerous activity and the cave environment is characterized by a **number of dangers which include, but are not limited to: cold temperatures, confined spaces, potential flooding, hazardous and exposed climbing, open pits, entrapment, diseases, and wild animals.** We recognize that there are other dangers not listed in the previous sentence for which the Landowner and landowner's agents, heirs, assigns and employees **will not** be held responsible. We also understand that in case of accident or injury **adequate medical assistance may not be available for an indeterminate period of time.**

We, the undersigned, accept complete responsibility for any injury, death, or damage that may occur to our person or possessions while on the Landowner's property or any cave thereon or while on the Landowner's property for the purpose of going to and from and entering the Sinnett-Thorn Caves, and will not hold the Landowner or his heirs, assigns, agents and employees liable for any damage, injury or death. That, for and in consideration of the Landowner permitting us to enter upon Landowner's land for the purpose of exploring any caves thereon, we, the undersigned, hereby release and hold harmless, the Landowner, Landowner's heirs, assigns, agents and employees from any and all liability, of any kind whatsoever, that may arise from our entry upon landowner's lands or caves.

In addition to the above and for the same consideration, we, the undersigned, further agree that while upon the property or engaging in the activity of caving, **we will not deface any cave or cavern in any way whatsoever, nor commit any waste upon or litter the lands of the Landowner.** Further, realizing that there are livestock enclosures, we will leave any gate as we find it (opened or closed).

We, the undersigned, further agree that for the above consideration that **under no circumstance will we permit anyone to enter any cave or engage in the activity of caving other than those individuals who have signed this waiver.** In the event any unauthorized party enters into the cave with us, or we have knowledge of any unauthorized party entering into the cavern, or through our negligence any unauthorized party enters into the cavern, and that party is injured or killed, we the undersigned, hereby agree to hold harmless and indemnify the Landowner and Landowner's heirs, agents, and employees from any liability whatsoever, that may result from or involve the unauthorized entry into or upon the land or cave.

We, the undersigned, for the same above consideration, further agree that we will leave the caves and property in the same condition as we found them upon entering, and that if a cave gate is locked when we entered the cave, we will re-lock the cave gate upon exiting the cave.

**We, the undersigned, further acknowledge and understand that by signing of this agreement we have waived any rights whatsoever we may have to hold the Landowner or Landowner's agents, heirs, assigns and employees responsible for any injury, death, damage, etc. or any liability whatsoever on the part of the Landowner, Landowner's agents, heirs, assigns or employees, to us, or to our property arising out of our activities on the Landowner's property.** This acknowledgment of risk and release of liability shall be deemed as continuing for so long as the undersigned are upon the lands or within any cave thereon, of the landowner.

