

WAYNE CAVE AND PROPERTY MANAGEMENT PLAN
MONROE COUNTY, INDIANA

Revision approved September 13, 2026

INTRODUCTION: The Indiana Karst Conservancy, Inc (IKC) will manage Wayne Cave and the smaller incidental caves on the property so that they will be available for recreation and scientific study by responsible cavers while at the same time protecting the caves for future generations of cavers. The property consists of 77.46 acres which contains Wayne Cave, Tiparillo Hole, Mr Potato Pit, Jim's Hole, Sassafras Pit, hiking trails, and many other interesting karst features. The surface property will be managed to enhance the overall natural setting while protecting the sub-surface resources.

HISTORY OF WAYNE CAVE AND THE PRESERVE: Wayne Cave was first described in print by William J Wayne in the *Proceedings of Indiana Academy of Science* for 1949, pub 1950 (*A Karst Valley in Western Monroe County, Indiana*) in which he gives a description of the old Wayne Cave which was all that was known at that time. The crawlway to the new cave was discovered in 1955 by Purdue cavers. Soon after, the IU Spelunking Club extended the cave and discovered the IU Section. During this period, cavers camped overnight at the end of the crawlway (Camp I) culminating in week-long camps in the cave and the establishment of Camps II and III. The RPI section was discovered during this period.

From the time of discovery until the mid-1980s, Wayne Cave was accessible to anyone (except for a brief period early on when the Bloomington Indiana Grotto maintained a gate on the cave). The cave was promoted in several local publications disclosing its location. This unmanaged access and popularity, as well as the cave's proximity to Bloomington, allowed significant human impact to the cave. The cave had much graffiti, trash, spent carbide, and vandalism.

In 1985, William Wilson on behalf of the yet-to-be-formalized IKC approached the landowner and negotiated an agreement to manage access. This included installing a gate on the entrance. Numerous clean-up trips were conducted in the cave by the IKC and others. A large trash-filled sinkhole near the entrance was also cleaned up.

In July 2003, the IKC purchased the initial 20-acre tract which included the Wayne Cave entrance, providing permanent management/protection of the cave. The following year, the IKC significantly upgraded the access driveway, installed the driveway gate, constructed the current parking lot, started maintaining the clearing for primitive camping, and created a new trail to the cave entrance. Prior to that, cavers parked along Gardner Road at the north end of the property causing issues with adjacent landowners. In October 2014, the information kiosk was erected.

In December 2014, Keith Dunlap donated an additional 11.85 acres to the west of the original tract. Another 25.74 acres to the south, with a 38-foot pit and many karst features, was added in July 2018. In November 2023, the IKC acquired another 19.87 acres, extending the preserve further

west to adjoin the National Speleological Society's Richard Blenz Nature Preserve. Refer to Appendix A for property maps.

The current preserve stands at 77.46 contiguous acres; see Appendix E for a legal description. Note: For unknown reasons, the surveyor contracted to add the 2023 acquisition to the existing metes and bounds description excluded the 25-foot county road easement, resulting in a 0.67-acre discrepancy. Regardless, the IKC will manage the preserve in a manner consistent with ownership to the center line of Gardner Road.

SUBSURFACE RESOURCES: Wayne Cave has over 5 miles of surveyed passage. The IKC entrance to it is a small vertical hole and is secured by a locked steel gate. A hand line is recommended for the slippery climb down. At the bottom is Old Wayne Cave, which had been known for many years. This part of the cave is essentially a large walking passage. The famous 1,250' long crawlway is located on the left wall near the back of the old section. It starts as a half-filled round tube. Much of the crawlway is belly crawl through the Why-the-Hell Squeeze and the Stalactite Squeeze, with one short piece of standup passage (about two steps). The crawlway ends at Camp I, the location of the 1950s camp area. This large junction room encounters the Wayne Cave stream. Upstream the passage quickly becomes impassible. Downstream leads to the remainder of the cave. The main passage from Camp I is a high canyon passage. Several side routes bypass breakdown on the way to Camp II. An 8-foot high natural bridge marks the Camp II area. Helictite Holler is a crawl to the upper right above the natural bridge. To the lower left, behind a large breakdown slab, is the way to the American Bottoms. The passage straight ahead leads to the IU Discovery and Camp III. This passage splits with the left-hand branch going to the American Bottoms and the right-hand branch to Camp III. The Gypsum Passage is 1500 feet long canyon that can be entered before Camp III and reconnects with the IU Passage near the far end. The North Passage is the extension of the gypsum passage and has several short side passages. Back near Camp I, a crawlway on the right leads to the dome area and the formation rooms, known as the RPI Discovery. The domes are 40-foot high and moon milk flows down the side of one dome. The three formation rooms and the Tree Root and Candle Room are connected by a low canyon/crawlway passage.

In 2022, a connection was made via the Lake Passage between Wayne Cave and Studebaker Pit on an adjacent property. These connection passages and associated leads have brought the total surveyed length of the Wayne-Studebaker system to 5.08 miles, the eighth-longest cave in Indiana.

Drainage from Wayne Cave has been dye-traced to exit at Vanne's Spring and Wayne's Spring in Blair Hollow. A LiDAR map of these resurgences can be found in Appendix A.

There are four other known small caves on the property:

- Tiparillo Hole is located southwest of the parking lot on the 2014 parcel and is adjacent to the more interesting Tiparillo Spring (located one sinkhole to the west). Tiparillo Hole was discovered in the 1970s and was dug on and blasted in hopes of connecting to Wayne Cave or something else in the area, but nothing was really gained. It is basically a climb/squeeze down about 15 feet.

- Mr. Potato Pit is located in a sinkhole southeast of the really large sinkhole on the 2018 parcel. This pit was discovered by Richard Vernier and John Withrow, and subsequently opened up by the Southern Indiana Speleo Group (SISG) and mapped to 31 feet deep in 1972. A later map (2007) indicated the pit was 38 feet deep. The entrance is tight, as is the pit. A small stand-up room is at the bottom.
- Jim's Hole is found in the side of a ravine just a few feet north of the property line between the NSS preserve and the 2023 acquisition parcel. Discovered by James Rodemaker of the Southern Illinois Grotto in the early 1970s, the original, inaccessible hole was dug/blasted open to reach a stream passage terminating in a sump. More such "persuasion" in the 1990s revealed about 150' of cave with much breakdown. It still moves a lot of air, but the entrance has been reported to be unstable.
- Sassafras Pit, located 35 yards uphill from Jim's Hole, is similar to Tiparillo Hole. A tight vertical entrance drops about 18' to a slope and a crevice, which has been sounded to another 9'. The hydrology of this pit is likely associated with Jim's Hole.

MANAGEMENT PERSONNEL: Within this document, the following individuals and groups will have management responsibilities:

- IKC Executive Board – The membership-elected governing board of the IKC.
- Property Manager – The IKC Executive Board appointed individual whose primary responsibility is to oversee and manage the property (including camping) with the exception of Wayne Cave. The Property Manager is required to make an annual report to the IKC Executive Board pertaining to the property. The Property Manager will function as the back-up for the Cave Patron when the Patron is unavailable.
- Cave Patron – The IKC Executive Board appointed individual whose primary responsibility is to oversee Wayne Cave. This includes arranging access, monitoring impact, maintaining the entrance gate/lock, and maintaining usage records. The Cave Patron is also required to make an annual report to the IKC Executive Board pertaining to the cave, visitation usage, incidents, etc. The Cave Patron and the Property Manager may be one in the same person.
- Property Management Committee – This committee generally will consist of the Property Manager and the Cave Patron, and any other designated volunteers who assist with maintaining the property and cave.
- Grotto Liaisons – These are approved representatives from the grottos that have signed a cooperative agreement with the IKC for arranging access to specific caves covered in the agreement. The role of Grotto Liaisons for Wayne Cave is to provide information, vet, and recommend members of respective grottos so that the Cave Patron can more easily approve access requests. Only the Cave Patron and Property Manager have the authority to grant access to visit Wayne Cave through the online permit request system. The Grotto Liaison's assistance will streamline the access process, while lessening the burden on the Cave Patron, because in theory the Grotto Liaison should be in a better position to know the person requesting access.

SUBSURFACE MANAGEMENT: Wayne Cave and the incidental caves on the property will be managed as natural "wild caves." Generally, no improvements for the convenience of visitors will be allowed or desired. Digging or other alterations for exploration/expansion of the caves are prohibited without approval of the IKC Executive Board.

Cave restoration (other than trash and spent carbide removal) is limited to IKC-sponsored trips. The purpose is to keep all restoration techniques consistent with IKC approved practices.

Due to the concerns about the impact of food, cooking, elimination, and the like, no camping will be allowed in the caves without approval of the IKC Executive Board. Likewise, no smoking or the use of alcohol or other substances is permitted in the caves.

CAVE ACCESS POLICY: The cave is open to organized, responsible cavers. Those wishing to visit Wayne Cave should contact the Cave Patron or their Grotto Liaison (if applicable) to receive more information and/or obtain a permit. All persons entering the cave must read and sign a RELEASE AND WAIVER OF LIABILITY AGREEMENT, follow surface and subsurface rules established by the IKC, and agree to protect the cave's biology and other natural resources. Participants under 18 years of age must have a parent or guardian signature on the liability waiver/information form. The Cave Patron can authorize or deny ordinary (recreational) cave trips. Trips with some extraordinary purpose (e.g., scientific studies) require Executive Board approval. Trip requests may be denied if there are concerns about the cavers' capability (improper gear, etc.). However, the authorizing parties are not expected to certify a caver's competence and approval is not attesting to the requestor's abilities.

For safety purposes, the recommended number of participants on a trip is no fewer than four. If a caver gets hurt, this allows someone to stay with the injured caver while the other two exit for help. The maximum recommended number of participants on a trip is 12, unless otherwise approved by the Cave Patron.

All groups must have one or more approved trip leader(s). A trip leader is an adult who practices conservation and safe caving as defined by the IKC and has first-hand knowledge and experience with leading trips in Wayne Cave. The Cave Patron/Grotto Liaison will determine if the caving group leader(s) meets the requirement. Due to the difficulty of this cave, it is suggested that *all* visitors have some caving experience prior to going into Wayne Cave. In most cases – at the discretion of the Cave Patron – Wayne Cave is inappropriate for participants under the age of 18.

For larger adult novice groups, there generally needs to be an approved leader for every 11 participants. For youth groups with children over the age of 12 but under the age of 18, an adult leader should not oversee more than six youths. For anyone under the age of 12, the child must be accompanied by an adult from their immediate family. Organizations such as scouts are expected to comply with their internal rules in addition to the policies outlined by the IKC.

Prior to a trip, the trip leader should contact the Cave Patron at the email address found on the IKC web site. The Cave Patron will distribute additional information about how to request a trip to

access Wayne Cave. All participants must sign the liability waiver via the online permit system and review the visitation rules (see end of this document) to be followed while on the property. The trip leader will be responsible for having each participant read and sign a copy of the liability waiver via the online permit system. In addition, the Cave Patron will only approve an online permit request once all the waivers for the trip are submitted. It is recommended that permit requests by trip leaders be submitted at least a week in advance, and that all waivers are submitted at least 48 hours in advance of a trip. The trip leader will also inform all the participants of the visitation rules before entering the property. Any improper behavior may result in those persons or group(s) being barred from future visits.

The liability waiver will be kept on file for at least two years. *A new executed liability waiver is required for each caver for every trip.* The Cave Patron will maintain a log of trips and number of visitors to the cave to assess visitation impact on the resource. The Cave Patron will also prepare an annual report on visitation and impacts and present it to the Executive Board.

Monetary compensation of the trip leader (cave-for-pay) is strictly prohibited.

The Conservancy will vigorously prosecute any violations of the Indiana Cave Resource Protection Act, IC 35-43-1-3 or any other vandalism on the property.

SURFACE RESOURCES: The property consists of 77.46 acres of mostly wooded terrain. See Appendix E for a legal description. The Wayne Cave entrance is located very near the northeast corner of the property. The property has approximately 175 feet of vertical relief and displays topography typical of the Crawford Upland. The highest point is near the parking area (a clearing of approximately 1/4 acre in size) while the lowest is in a side branch of Blair Hollow in the extreme southwest corner of the IKC holdings. There is another open area of about one acre at the southeast corner of the property. There is an impressive sinkhole in the south-central portion of the property and also an environmentally significant sinkhole/seep pond in that same area.

SURFACE MANAGEMENT: Selective management of surface resources will be done to maintain or enhance the natural characteristics of the property. The forested areas will generally not be modified and no trees will be cut other than for safety considerations or for existing road/trail access. However, the control of invasive species will be undertaken as needed. A secure parking area will be maintained for off-street parking in the existing clearing. A trail will be marked and maintained to the cave entrance. Trails will be built and maintained by planning and coordination of the Property Manager and the Board for selected access around the property. The property boundaries have been marked and permanent corner posts have been set and will be maintained. An informational kiosk has been erected near the parking area. A small maintained camping area and designated fire pit have also been established near the parking area.

Collecting on the property will be prohibited with the exception of mushrooms, berries, and nuts. Hunting will also be prohibited. The discharging of firearms, fireworks, or other explosive devices will not be allowed. Digging or other surface modifications are prohibited without approval of the IKC Executive Board.

The sinkhole pond contains the most important plant communities within the preserve. It is the only sinkhole pond known in Monroe County, and one of only nine known from the state. Special measures should be taken to protect this feature and its water quality.

The entire property has been enrolled in the Classified Forest Program to minimize property taxes and promote proper woodland stewardship. The 11.85-acre tract acquired in 2014 has additional management restrictions based on the I-69 Mitigation Easement covenants (see Appendix F). *These restrictions must be considered with respect to any management activities.*

SURFACE ACCESS: Walk-in access to the property by the public will neither be encouraged nor discouraged. Permission to hike on the property will generally not be required. However, other surface activities will need permission and coordination through the Property Manager. A driveway gate will be maintained to discourage unauthorized activities on the property.

CAMPING: Camping privileges will be granted only to IKC members and their accompanying guests and require liability waivers to be executed by all campers. Permit requests shall be submitted online through the online permit system and approved by the Property Manager. The behavioral expectations of those camping on the property will be that the campers are quiet and keep a low profile. Camping will be restricted to designated areas only. Campfires will only be allowed in designated fire ring(s) and must be fully extinguished prior to leaving the area. Except for the tract covered by the mitigation easement, dead and downed wood may be collected from the property for use as firewood. All trash must be packed out. You must abide by local/state firewood restrictions and burn bans. Check the IDNR and IDHS websites for details on current restrictions.

SELECT REFERENCES:

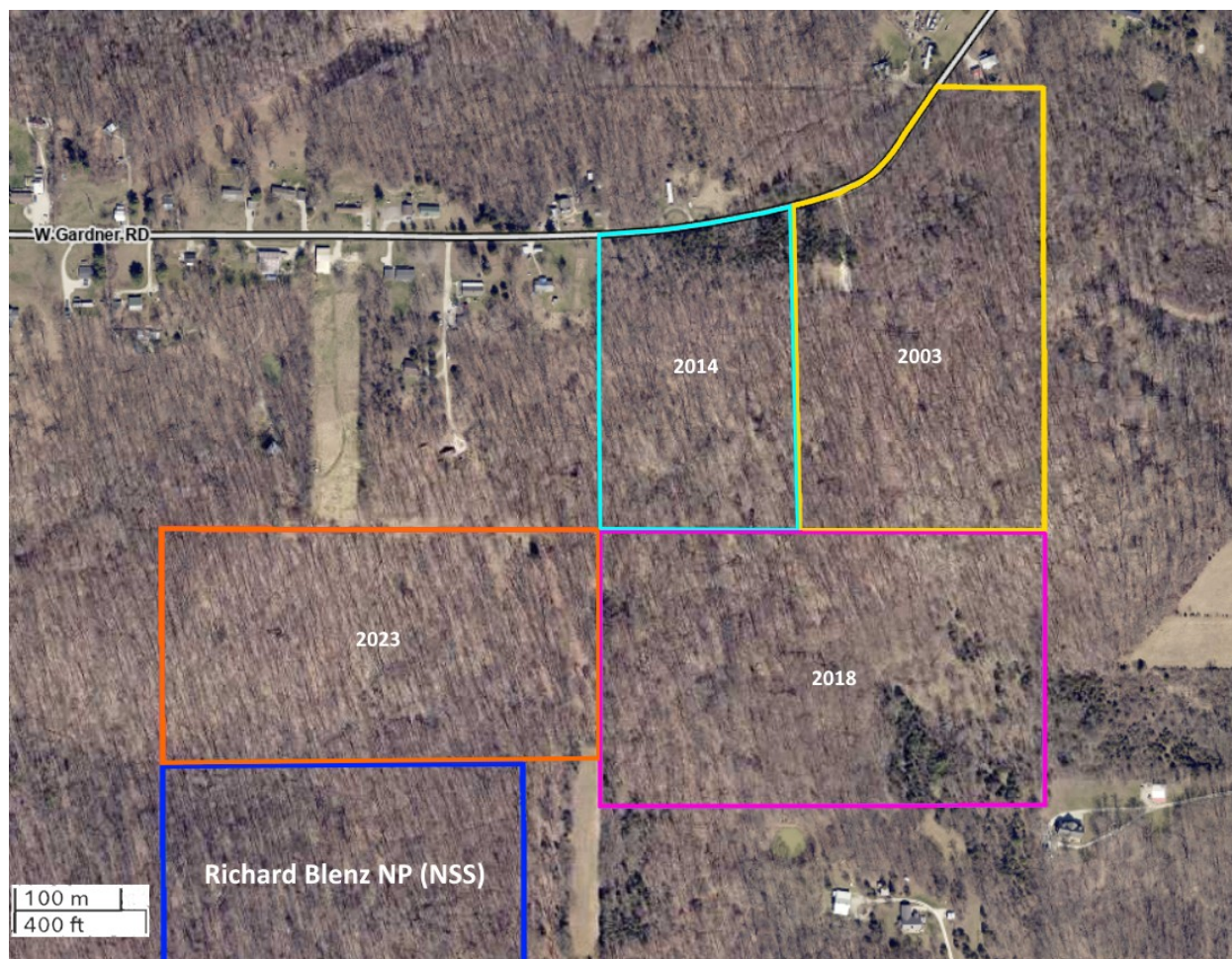
- Sollman, T. "A Chronology of Wayne Cave and Associated Karst Features Monroe County, Indiana – 1949 to 2016 with Comments", *IKC Update* #123, pp. 9-45 (the definitive history)
- Powell, R. "Caves of Indiana", Indiana Geological Survey, *Bulletin* #8, pp. 92-94.
- Drake, M. and Demarest, L. "The Wayne-Studebaker Cave System: Exploration, Connection, and a New Map", *IKC Update* #151, pp. 10-12.

Appendices

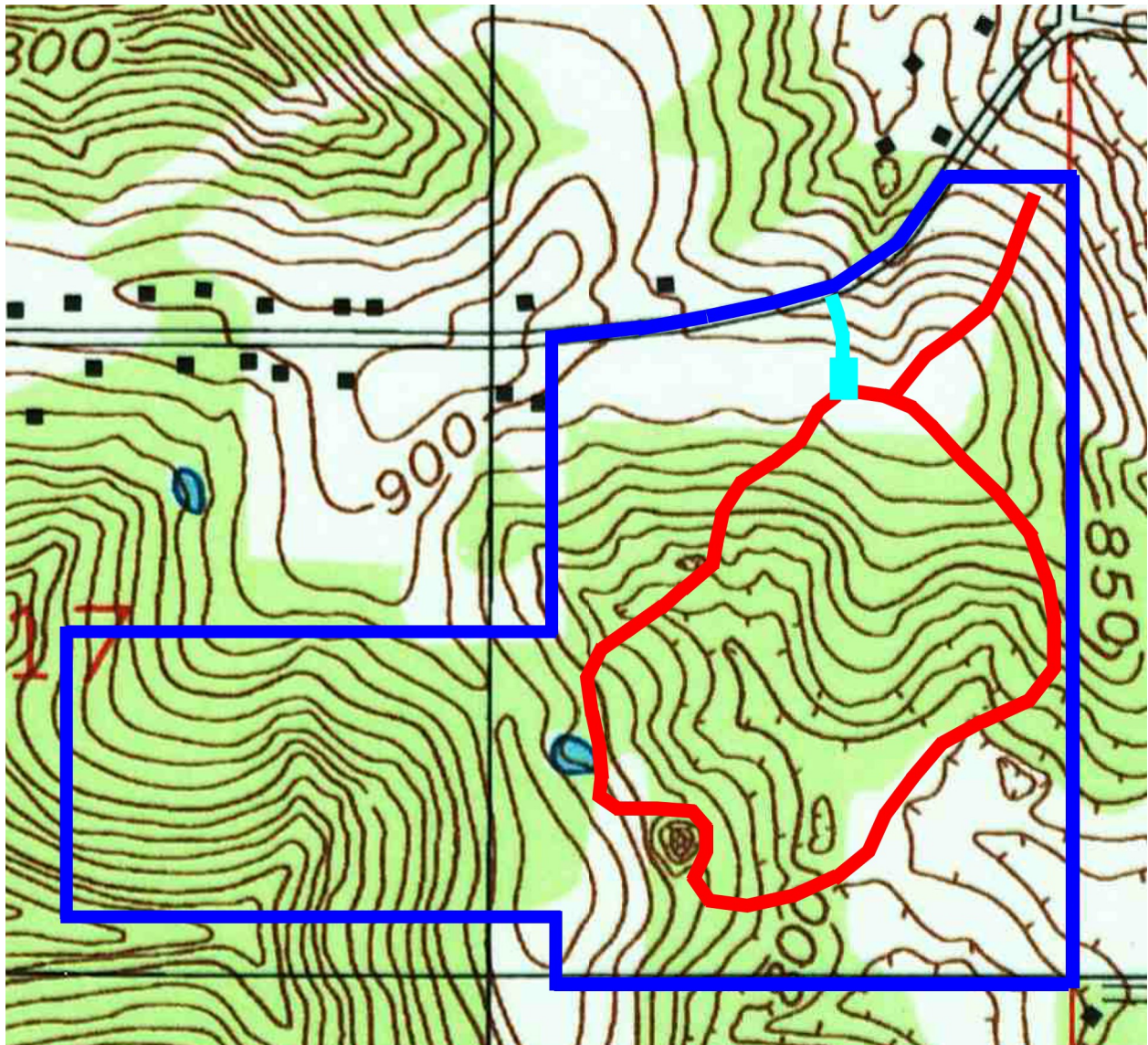
The provided appendices are for information only and may occasionally be revised without updating the underlying management plan. Refer to the IKC website for the latest documents.

APPENDIX A: PROPERTY MAPS

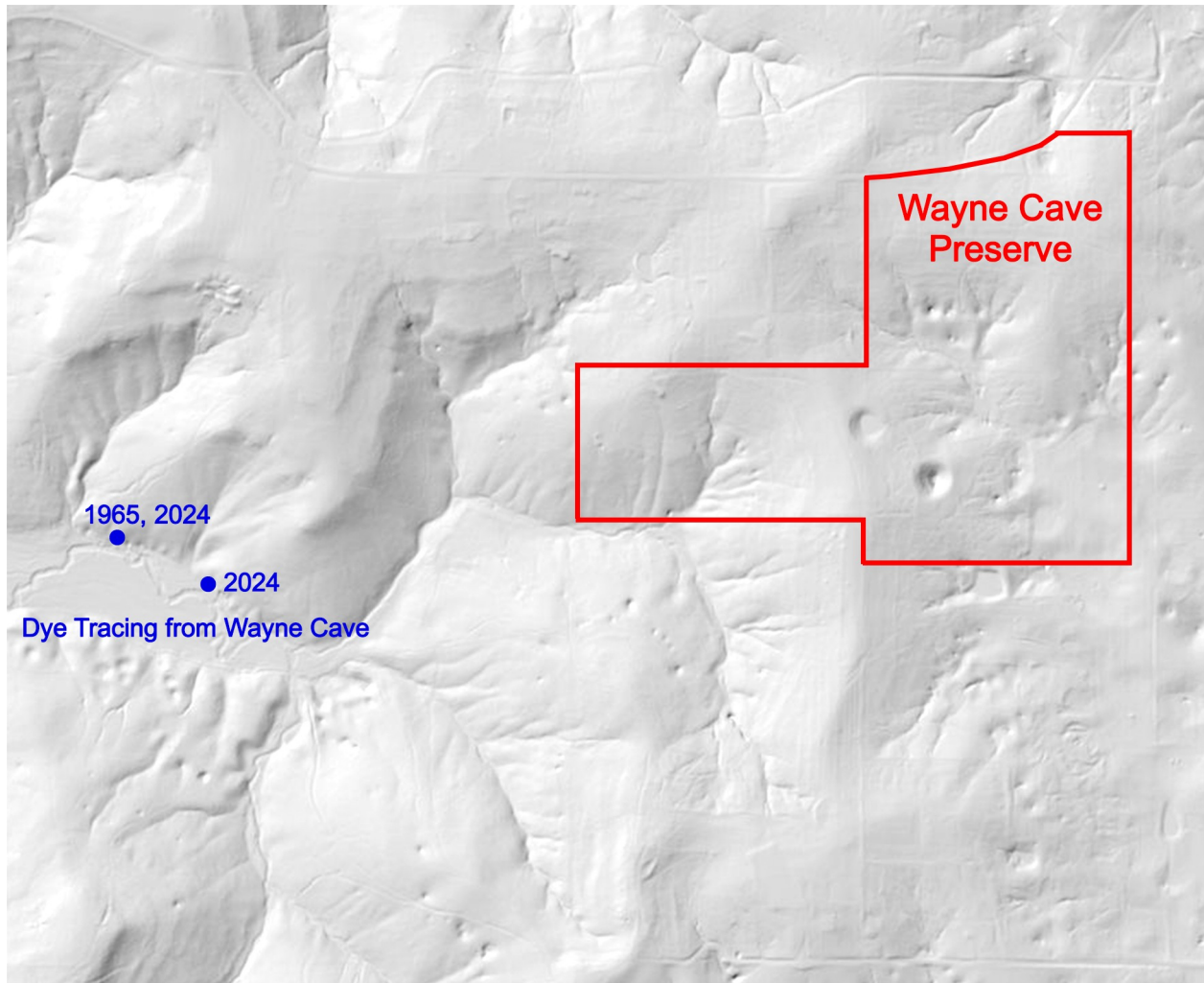
The four individual parcels showing the year each was acquired by the IKC and their relationship to the adjacent NSS property.



Topographic/trail map. A more detailed map (with 2-foot contours) is available for download from the IKC website.



Lidar image showing property boundaries and cave stream resurgences.



APPENDIX B: RELEASE AND WAIVER LIABILITY FORM (EXAMPLE)

An example of the Wayne Cave liability waiver is provided below. The actual waiver in use is maintained in the online permitting system.

WAYNE CAVE RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, in consideration of me being granted permission upon my specific request to visit the Wayne Cave Preserve and Wayne Cave, Monroe County, Indiana, 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 visiting Wayne Cave or the corresponding properties, from which any liability may or could accrue to the Indiana Karst Conservancy, Inc., its Executive Board, agents, members; and any other landowners which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, rock fall, falling, or other accident, and to my property, while participating in cave exploring, hiking, or in any other in-cave or surface activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of their properties.

I acknowledge that Wayne Cave is completely "wild" and no improvements 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 above and below. I desire to visit Wayne Cave and will do so completely at my own risk.

I also acknowledge that Wayne Cave contains at least four miles of passage, there may be more passage unknown to the owners, and that there is a very real danger of becoming lost.

I acknowledge that the stream in Wayne Cave is known to flood to considerable depth, and that it is impossible to predict the time lag between rainfall and flooding in the cave. I will not enter those portions of the cave during high flow times, or when the weather is questionable or ground thaw could occur. Doing so could result in death by drowning, hypothermia, or entrapment.

I acknowledge that the entirety of Wayne Cave is physically demanding and may require total immersion in 54°F water with the attendant risks.

I acknowledge that the water in Wayne Cave may be polluted by unknown means and may be dangerous to my health if ingested or by contact.

I acknowledge that steep, slippery mud banks, exposed climbs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, I may be unable to get out of the cave. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I will also carry multiple light sources suitable for wet/completely submerged conditions.

I acknowledge that access to Wayne Cave is controlled by a locked gate and that the lock is changed at random times and if I enter the cave at times other than when I have received permission, there is a danger of being locked in the cave by a lock change. I also acknowledge that, due to a mechanical malfunction, deliberate tampering, or accidental actions by others, that I may be unable to get out of the cave due to the gate. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I also acknowledge that the gate door is very heavy and could result in injury if dropped on someone while entering or exiting the entrance. I will not use the gate door as a handhold while climbing in or out of the entrance. I agree to re-lock the gate upon entering and leave the key in a location known to all members of my party while in the cave so that any member of the party may exit in case of an emergency. I will promptly return the key after completion of my trip. I will not duplicate the key.

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, nor will I leave or deposit bodily waste in the cave. Likewise, I will not camp in the cave as it can impact the environment.

I will not enter the cave with muddy or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the reported cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the cave. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering Wayne Cave. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting this cave.

I will not make any changes to the cave including digging out of crawlways, setting bolts or other hardware, or otherwise modifying the passages.

I will not knowingly take any person into Wayne Cave who has not signed an agreement similar to this one.

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 understand that it is a criminal act under Indiana law (IC 35-43-1-3) to knowingly harm any cave fauna or speleothem.

I acknowledge that no compensation has been given to the trip leader or organizer of this trip (sharing transportation costs is acceptable).

I understand that I am a licensee on this property and that owner's liability towards me is limited by Indiana statutes IC 14-22-10-2 and 34-31-9.

WARNING - Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Indiana Karst Conservancy, its Executive Board, agents, members, and adjacent/associated landowners harmless and blameless for any injury to myself, including death, occasioned by my participation in caving and surface activities, whether resulting by or through the negligence of the Indiana Karst Conservancy, its Executive Board, agents, members; or adjacent/associated landowners. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver, then and in that event, I for myself and my heirs, legal representatives, and assignees, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by the various parties or their respective liability insurance companies.

WITNESS my hand and seal this date

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

Printed name _____

Signed _____

Address _____

Birth Date _____

Signed _____

Printed Name _____

Signed _____

Printed Name _____

Trip leader/group: _____

Revision 03/2019

Date of trip: _____

APPENDIX B1: RELEASE AND WAIVER LIABILITY FORM

IKC “INCIDENTAL” CAVES RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, the undersigned, in consideration of me being granted permission upon my specific request to visit one of the “incidental” caves on IKC-owned or managed properties in Indiana, 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 visiting one or more of these “incidental” caves or the corresponding properties, from which any liability may or could accrue to the Indiana Karst Conservancy, Inc., its Executive Board, agents, members; and any other landowners which the cave passages may pass under, and assume all risks of injury to myself, including death by drowning, rock fall, collapse, falling, or other accident, and to my property, while participating in cave exploring, hiking, or in any other in-cave or surface activities incidental thereto from the beginning of time up to and including the full extent of the time that I am on, under, or within the bounds of their properties.

I acknowledge that these “incidental” caves are completely "wild" and no improvements 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 above and below. I desire to visit these caves and will do so completely at my own risk. Further I acknowledge that these “incidental” caves are rarely visited and thus may be more unstable than the primary caves on the property.

I also acknowledge that these “incidental” caves contain known mapped and unmapped passages, and passages unknown to the owners, and that there is a very real danger of becoming lost.

I acknowledge that some of these “incidental” caves may contain streams that could flood to considerable depth, and that it is impossible to predict the time lag between rainfall and flooding in these caves. I will not enter those portions of the caves during high flow times, or when the weather is questionable or ground thaw could occur. Doing so could result in death by drowning, hypothermia, or entrapment.

I acknowledge that some of these “incidental” caves may contain exposed areas and vertical pits that may require ropes and vertical gear, and should not be attempted without specialized vertical skills and experience.

I acknowledge that these “incidental” caves are physically demanding and may require total immersion in 54°F water with the attendant risks.

I acknowledge that the water in these “incidental” caves may be polluted by unknown means and may be dangerous to my health if ingested or by contact.

I acknowledge that steep, slippery mud banks, exposed climbs, and loose rocks occur in various locations in the caves and pose hazards.

I acknowledge that, due to a malfunction of my equipment, I may be unable to get out of the cave. I will prepare for this eventuality by telling someone my plans and carrying adequate food and clothing. I will also carry multiple light sources suitable for wet/completely submerged conditions. Further, to aid in search and rescue activities should I not return by the designated time, I agree to leave some type of personal property outside the entrance of the cave to indicate which cave my party has entered.

I will not leave anything in these caves that I took in with me and I will not bring anything extra out of the caves except the normal mud on my clothing and trash left by other cavers, nor will I leave or deposit bodily waste in the caves. Likewise, I will not camp in the caves as it can impact the environment.

I will not enter these caves with muddy or soiled clothes, boots, or other gear as a preventative measure against the human transportation of the fungus *Pseudogymnoascus destructans* (the reported cause of White-nose Syndrome) or other pathogens that may have negative impacts on the fauna of the caves. Equipment and clothing known to have been used in other cave regions will be properly decontaminated using accepted methods (see the NSS or USFWS websites) prior to entering the caves. Likewise, I will properly clean and decontaminate all my equipment, clothing, and boots AFTER visiting these caves.

I will not make any changes to the caves including digging out of crawlways, setting bolts or other hardware, or otherwise modifying the passages without explicit permission and approval from the Executive Board of the IKC.

I will not knowingly take any person into these caves who has not signed an agreement similar to this one.

I will not smoke in these caves. I will not use any alcohol or other intoxicating substances in the caves or for at least eight hours before visiting these caves.

I understand that it is a criminal act under Indiana law (IC 35-43-1-3) to knowingly harm any cave fauna or speleothem.

I acknowledge that no compensation has been given to the trip leader or organizer of this trip (sharing transportation costs is acceptable).

I understand that I am a licensee on this property and that owner's liability towards me is limited by Indiana statutes IC 14-22-10-2 and 34-31-9.

WARNING - Under Indiana law, an agritourism provider is not liable for an injury to, or the death of, a participant in agritourism activities at this location if the death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.

I, for myself and my heirs, personal representatives, or assignees, from the date of this release and waiver agreement, and forever hereafter, hold the Indiana Karst Conservancy, its Executive Board, agents, members, and adjacent/associated landowners harmless and blameless for any injury to myself, including death, occasioned by my participation in caving and surface activities, whether resulting by or through the negligence of the Indiana Karst Conservancy, its Executive Board, agents, members; or adjacent/associated landowners. Should I, my heirs, personal representatives, or assignees, institute any action against those to be held harmless in this liability waiver, then and in that event, I for myself and my heirs, legal representatives, and assignees, HEREBY AGREE to pay all costs of such action, including attorney fees incurred by the various parties or their respective liability insurance companies.

WITNESS my hand and seal this date

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

Printed name _____

Signed _____

Address _____

Birth Date _____

Signed _____

Printed Name _____

Signed _____

Printed Name _____

Trip leader/group: _____

Revision 04/2019

Date of trip: _____

APPENDIX C: WAYNE CAVE AND PROPERTY VISITATION RULES

All visitors should review the following rules before entering onto the Wayne Cave property. These rules must be followed to protect the caves, the property, the IKC, and all visitors. It is also important to follow these rules to maintain a good relationship with the adjacent landowners. Remember you are a guest on this property and represent all cavers that come after you. Please be on your best behavior.

- 1) Follow all rules and requests of the Property Manager and Cave Patron.
- 2) Camping is allowed with permission from the Property Manager, with at least one person in the group being a current member of the IKC. Approved camping areas will be defined by the Property Manager at the time of your request. Camp fires only in designated fire ring(s). Fully extinguish your camp fire prior to leaving the property.
- 3) Park in the defined parking area.
- 4) No Motorized vehicles, bicycles, or horses are permitted beyond the parking area.
- 5) Keep a low profile at all times while on the property. Do not change clothes in sight of the road or nearby property owners.
- 6) Follow the designated path from the parking area to the entrance of the cave. Foot traffic is welcome on established trails during daylight hours.
- 7) Lock all gates (including the cave gate) behind you so unauthorized entry does not occur. Leave the cave gate key near the entrance in a location known to all members of your party. Do not lose or duplicate the key.
- 8) Do not enter the stream area of the cave during high water conditions.
- 9) Do not enter the cave under the influence of alcohol or other substances.
- 10) Do not smoke in the cave.
- 11) No pets permitted in any of the caves. For protection of wildlife, dogs must be on leash while on the property.
- 12) Before leaving the parking area, be sure to pick up all trash, clothing, etc.
- 13) Hunting, trapping, collecting roots, discharging firearms, fireworks, and cutting of standing trees are prohibited.
- 14) Harvesting of berries, nuts, and mushrooms is allowed.
- 15) Digging and other surface disturbing activities are prohibited without express permission from the IKC Executive Board.
- 16) Never cave alone. Wear a helmet. Carry three sources of light. Tell someone where you have gone and when you will return. For rescue, please refer to the contacts on the Emergency Signage located near Wayne Cave entrance and on the kiosk near the parking area.

APPENDIX D: INDIANA CAVE PROTECTION LAW

IC 35-43-1-3 (cave resource protection law):

Enacted 1983

(a) As used in this section:

"Cave" means any naturally occurring subterranean cavity, including a cavern, pit, pothole, sinkhole, well, grotto, and tunnel whether or not it has a natural entrance.

"Owner" means the person who holds title to or is in possession of the land on or under which a cave is located, or his lessee, or agent.

"Scientific purposes" means exploration and research conducted by persons affiliated with recognized scientific organizations with the intent to advance knowledge and with the intent to publish the results of said exploration or research in an appropriate medium.

(b) A person who knowingly and without the express consent of the cave owner:

(1) disfigures, destroys, or removes any stalagmite, stalactite, or other naturally occurring mineral deposit or formation, or archeological or paleontological artifact in a cave, for other than scientific purposes;

(2) breaks any lock, gate, fence, or other structure designed to control or prevent access to a cave;

(3) deposits trash, rubbish, chemicals, or other litter in a cave; or

(4) destroys, injures, removes, or harasses any cave-dwelling animal for other than scientific purposes;

commits a Class A misdemeanor.

APPENDIX E: LEGAL DESCRIPTION

A part of the Northeast Quarter and a part of the Southeast quarter of Section 17, all in Township 8 North, Range 2 West of the Second Principal Meridian in Monroe County, Indiana, being that 76.79 acre parcel surveyed by Eric L. Deckard, Indiana Professional Surveyor #29900012 and shown on a plat of survey as Deckard Land Surveying Job No. 23-67, being more particularly described as follows:

Beginning at a rebar marking the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 17; thence along the east line of the Northeast Quarter of the Southeast Quarter of said Section 17 South 00 degrees 09 minutes 35 seconds West for a distance of 264.35 feet to a pipe; thence continuing South 00 degrees 09 minutes 09 seconds West for a distance of 494.51 feet to a pipe; thence continuing South 00 degrees 02 minutes 13 seconds West for a distance of 91.10 feet to a rebar stamped "Jess Gwinn"; thence leaving said east line North 89 degrees 41 minutes 53 seconds West for a distance of 1317.44 feet to a rebar stamped "Jess Gwinn" on the west line of the Northeast Quarter of the Southeast Quarter of said Section 17 ; thence along said west line North 00 degrees 04 minutes 53 seconds West for a distance of 192.18 feet to a rebar stamped "Deckard"; thence leaving said west line North 89 degrees 35 minutes 33 seconds West for a distance of 1316.04 feet to a rebar stamped "Deckard" on the west line of the Southeast quarter of said Section 17; thence along said west line North 00 degrees 32 minutes 14 seconds West for a distance of 655.40 feet to a rebar stamped "Deckard" marking the Southwest corner of the northeast Quarter of said Section 17; thence leaving said west line and along the south line of the Northeast Quarter of said Section 17 South 89 degrees 43 minutes 46 seconds East for a distance of 627.61 feet to a rebar stamped "Utt" thence continuing South 89 degrees 40 minutes 50 seconds East for a distance of 693.62 feet to a rebar stamped "Jess Gwinn" marking the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 17; thence leaving said south line and along the west line of the Southeast Quarter of the Northeast Quarter of said Section 17 North 00 degrees 09 minutes 56 seconds East for a distance of 837.35 feet to a rebar on the south right-of-way of W. Gardner Road; thence the following nine (9) courses along said south right-of-way:

- 1). North 86 degrees 57 minutes 33 seconds East for a distance of 150.33 feet.
- 2). North 83 degrees 37 minutes 03 seconds East for a distance of 99.01 feet.
- 3). North 80 degrees 08 minutes 19 seconds East for a distance of 260.55 feet.
- 4). North 74 degrees 57 minutes 59 seconds East for a distance of 61.20 feet to a rebar stamped "Jess Gwinn".
- 5). North 74 degrees 57 minutes 59 seconds East for a distance of 61.08 feet.
- 6). North 71 degrees 58 minutes 00 seconds East for a distance of 101.64 feet.
- 7). North 65 degrees 08 minutes 59 seconds East for a distance of 95.46 feet.
- 8). North 57 degrees 37 minutes 06 seconds East for a distance of 42.03 feet.

9). North 35 degrees 54 minutes 07 seconds East for a distance of 341.86 feet to a rebar stamped "Jess Gwinn";

Thence leaving said south right-of-way South 89 degrees 29 minutes 32 seconds East for a distance of 279.42 feet to a rebar stamped "Jess Gwinn" marking the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 17; thence along said east line South 00 degrees 09 minutes 31 seconds West for a distance of 1308.26 feet to the Point of Beginning, containing 76.79 acres more or less.

Subject to the right-of-way of W. Gardner Road and all easements of record.

APPENDIX F: USFWS MITIGATION EASEMENT FOR I-69

These covenants must be kept on the 11.85-acre tract donated to the IKC in 2014 (cyan region on the property map).

Examples of actions prohibited/restricted in the easement area that might otherwise be allowed on the remainder of the preserve:

- Collecting of firewood
- Erecting of structures, parking lots or fencing
- Cutting trees (except to maintain management access or clear trails)
- Earth moving or grading
- Widening of foot trails beyond 3'
- Use of prescribed burning or biocontrols

This list is not exhaustive. [Refer to the easement document](#) for details.