

CaveSim Waiver of Liability for Property Damage.

By engaging the services of CaveSim LLC (“CaveSim”) and/or by hosting CaveSim on your property or the property of others, you agree to the following release of liability:

CaveSim will not be held liable for damage to surface or subsurface features on any premises where events are held (“Premises”), including property owned by your organization or owned by other organizations where you are organizing events. “Surface or subsurface features” include outdoor features such as sprinkler systems, buried utilities, plants (including grass), blacktop, concrete, artificial turf, paving stones, tile, curbs, mulch, landscaping features (including edging materials), and indoor features such as wooden floors, carpet, ceramic tile, vinyl tile, concrete, in-floor electrical fixtures, and the like.

Your organization is responsible for choosing a setup location for CaveSim that will not damage the Premises, or for choosing a setup location where damage to the Premises is acceptable to the organization that owns the property (for example, acceptable damage to grass). If you are concerned about surface or subsurface damage, you are responsible for providing protective materials that can withstand the weight of the CaveSim exhibits while simultaneously protecting the Premises. If CaveSim provides protective materials (such as plywood, carpet, or rubber padding), it is your responsibility to approve the use and suitability of such materials. You understand and accept that the tires of CaveSim vehicles may mark surfaces. You agree to communicate any concerns about potential Premises damage to CaveSim prior to CaveSim beginning their setup process.

CaveSim will make use of electrical fixtures (i.e., outlets), water fixtures (e.g., faucets), and other fixtures (such as doors, windows, handrails, and the like) belonging to the Premises. CaveSim will not be held liable for damage that occurs to such fixtures in the normal use of said fixtures, where normal use is defined as using the fixture for its intended purpose (such as turning on or off a faucet, plugging in and drawing electrical current from an electrical outlet, opening or closing doors or windows, and the like).

CaveSim may use gasoline and/or diesel powered equipment on the Premises, including trucks, generators, and mechanical jacks. You acknowledge that leakage of small amounts of fluids (including oil, gasoline, diesel, and grease) from such equipment may occur during normal operation. If you are concerned about such leakage, you are responsible for providing suitable catchment equipment (e.g., drip pans). CaveSim will not be held liable for such leakage.