



DAHMS SPRING NATURE PRESERVE ACCESS RULES

Introduction - Access to Dahm Springs Preserve is controlled by the Preserve Management Committee which is responsible for enforcing this access policy. The preserve will be open to responsible caving all year as outlined below.

The property will be available for use upon request. Permission must be granted by the Preserve Management Committee, Annual liability waiver, and a Trip/Liability Card (see appendix A/B) must be completed by each group entering the preserve. Cave key(s) must be returned to the BHCNC within 1 week following the completion of the cave trip. The overall number of trips in a season will vary, and may be limited at any time if conservation concerns arise.

For security purposes, if a combination lock is installed on any gate, the combination shall be changed at least once per year. A lock accessed by key will be changed as necessary at the discretion of the preserve managers. The Committee will inspect cave gate(s) annually, and maintain or replace them as required. Locks shall be inspected annually.

The BHCNC, in conjunction with the National Cave Rescue Commission (NCRC) South Dakota and Wyoming State Coordinators, will develop an Emergency incident Response Plan for the preserve. General policy rules for access to caves and for visitation on the preserve property are as follows:

1. The preserve managers can be contacted via email at BHCNC@caves.org with any questions concerning the preserve. If the preserve managers cannot be reached, then additional contact should be made with the individual members of the preserve management committee. (see section XI)
2. Permission is required to visit the preserve. No charge is made for visitation.
3. Permits may be obtained by emailing the preserve managers at BHCNC@caves.org. Membership in the NSS is not required but is suggested for those individuals requesting the permit along with the date and duration of the trip. All participants will be required to sign a liability release form attached hereto which releases all parties for any injuries of any type that may occur while on the premises at the express or implied invitation of either party.
4. The permit will be issued in this person's name, and he or she will be responsible for the group, as well as ensuring that all members of the group abide by the terms of the permit and this management plan. The permit holder will be responsible for seeing that none of the trip participants enter any of the areas flagged off or barricaded off because of the sensitive nature of such areas.
5. Visitors may be asked to show a permit from the preserve managers while on the preserve lands.



6. To minimize impact, the parties prefer that groups visiting the cave be small. For reasons of both conservation and safety, the parties suggest that the number of people at the cave be limited to no more than eight (8), and no less than three (3). No more than two (2) groups will be given a permit for any one day.

7. Park only in the designated areas and drive only on existing roads which are open and drivable; the preserve has no roads at this time. Do not enter the preserve by access to privately owned property without permission of the property owners (see item 18).

8. Hunting is not allowed on the preserve. Fishing is allowed on Lot 3.

9. With the ever-present danger of wildfires in the wildland–urban interface, open flames are not permitted on the preserve. Likewise, smoking is not permitted on or around the preserve, including while crossing neighboring land owners' property.

10. Any plants or animals on the preserve are to be respected, and not removed or harassed. Plant life, cave formations, and cultural resources are to be undisturbed. Do not touch, break, or remove any formation or anything else from any of the preserve properties. Do not cut trees for firewood or for any other purpose. Anyone removing or damaging any cave formation on the preserve property will not only be banned from use of the property, but will be subject to prosecution under both state and federal laws. Any vandalism or abusive activities at the preserve should be reported immediately to the preserve managers with the identities, if known, of those individuals committing the act.

11. Please remove not only trash that you might bring on the preserve but also any trash you see that has been left by others. Please help the preserve managers keep the cave and preserve property clean and vandalism free. Spray painting and other types of graffiti are not permitted and are considered acts of vandalism which may be prosecuted.

12. Modifications of any of the cave properties or preserve including, but not limited to, placement of bolts or artificial anchors, marking or constructing trails, cutting trees or brush and other similar activities requires specific written permission from the preserve managers.

13. Alterations to the natural morphology of the cave and surrounding landscape, such as digging new entrances or excavating passages can have dramatic effects on the cave microclimate by changing temperature, humidity and water flow. Digging, excavation, or blasting on the property or any of the caves is allowed only with written permission from the preserve managers.

14. No collection of specimens, artifacts, or any type of natural or cultural resource from the preserve is permitted without specific written permission from the preserve managers.

15. Some areas of the caves have very sensitive formations, and in those areas cavers should remove their boots and use aqua socks or similar footwear. Some especially sensitive areas of the cave(s) may be may flagged off and have restricted or no access allowed. Some extremely sensitive cave(s) may have highly restricted access with at most two trips per year allowed.



16. The preserve manager(s) shall adopt and implement any other measures for the protection of the preserve property and safety of any cavers as they see fit subject to pertinent approval by the parties in this agreement.

17. Possession of and use of any illicit drugs, drug paraphernalia or is prohibited.

18. Driving and parking in the preserve are not allowed. Parking is allowed just inside the fence of Lot 3, but there is only enough room for 2 or 3 vehicles. Under no circumstances should vehicles proceed beyond the railroad cut. Explicit per trip permission must be obtained from the owners of the meadow (Jelkin's) prior to walking across their field to access the property. The BHCNC and NSS do not have an access easement to cross the meadow (Jelkin's land), so permission must be granted. Please be respectful of other people's property and decisions to allow/deny access. The cave property may be accessed from the USFS land following the section line between sections 13 and 24. This is the only legal access to the property at this time, and it is hike- in only as there is not a USFS road leading directly to the section line.

19. Cave diving is only permissible with the express written consent of the BHCNC board of directors. (See Brooks cave diving guidelines below.)

20. Cave Gates: All gates will be inspected for functionality on all trips into the cave(s), and maintenance concerns will be quickly corrected by the preserve managers. Access through these gates can only be obtained by the aforementioned permitting process.

21. No one is allowed on the property between the hours of 10:00pm and 6:00am, except for members of the Preserve Management Committee performing maintenance or security activities. Exceptions may be authorized by advance permission of the Committee on a case-by-case basis. No camping is allowed on the property or in any of the caves at any time.

22. To protect surface flora and to reduce erosion, off-trail activities or use are to be minimized, including climbing and rappelling.

23. There are no sanitation facilities on the property or in any of the caves. Waste and trash should be carried away.

Cave Diving/Digging Policy Guidelines:

The Black Hills Cave and Nature Conservancy may allow access to qualified cave divers/diggers to do work in the caves of the preserve when they adhere to these policies. These policies are as follows:

A. A letter of intent specifying the objectives, planned date, group size, experience, and participant credentials must be received by the preserve managers, and given to the BHCNC board for review.

B. For diving, each diver must be certified NSS/CDS Full Cave or equivalent and should have sump diving experience. As part of the submitted dive plan, an appropriately trained and willing rescue dive team contact must be provided. Availability will be confirmed.



C. Approval or denial will be given to the person submitting the special request by the preserve managers.

D. Copies of photos, dive trip reports, accident reports, scientific study or survey data and any other documentation resultant from the dive must be provided to the BHCNC. Non-compliance will result in denial of all future privileges) must be returned to the BHCNC within 1 week following the completion of the cave trip. The overall number of trips in a season will vary, and may be limited at any time if conservation concerns arise.

Dahm Springs Preserve – Liability Releases and Trip Card

Visitors must complete a trip card and a liability release (one time or annual) such as those below and turn it into the Preserve Managers upon being granted permission to visit the Preserve.

Dahm Springs Preserve Trip Card	
Date & time in	___/___/____20___
Date & time out	___/___/____20___
Trip leader	_____
Approved by	_____
Purpose of Trip:	_____ _____
Number in party	_____ (Please list the trip members name and age)
Was there anything unusual or any problem you noted on the property of which the manager should be aware?	_____ _____
Surface Contact: (name/phone #)	_____



Dahm Springs Preserves Daily Liability Release

I, the undersigned, do hereby release forever the BHCNC and NSS or anyone acting directly or indirectly on behalf of the NSS or BHCNC, from all liability, damages and responsibilities of any nature whatsoever incurred by my hiking, caving, educational or research activities on said property. I agree that any personal injuries, accidents, death, damage to my property, or health problems incurred by me on said property are my responsibility. I promise to bind myself, my family, and my heirs to the aforementioned terms of this release. I have carefully read this release and indemnifying agreement and understand the contents thereof, and sign this document of my own free will. For those under the age of 18 a guardian must also sign.

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date



Dahm Springs Preserve Annual Liability Release

STATE OF SOUTH DAKOTA)

COUNTY OF PENNINGTON)

LIABILITY RELEASE

Please read and understand before signing.

For and in consideration of being allowed to enter the Dahm Springs Preserve and to enter one or more of the caves and/or the preserve property, the undersigned does hereby forever agree to release, discharge, indemnify and hold harmless, including but is not limited to, the Black Hills Cave & Nature Conservancy, the National Speleological Society, the owners of the property, the managers of the property and any person, firm or corporation having any interest in the ownership, management or maintenance of the property or access to the property or any of the caves located thereon for any personal injuries, accidents, death, damage to my property, or health problems incurred by me on said property while the undersigned is on the preserve property. I acknowledge that there may be dangers associated with entering the property and/or entering any of the caves on the property and acknowledge that I cannot be warned as to each and every danger which may exist.

I voluntarily agree to assume the risk of any injury or damage which might occur while I am on the property. I understand that this is a full and complete release of any potential claim for liability I or anyone acting on my behalf might have against any of the released parties. In the event that any claim is made on my behalf for any injuries or damages that I will fully indemnify and hold harmless any and all, but not limited to, the named released parties from any and all such claims. I understand this is a full, complete, and final release and I voluntarily sign the same.

Printed Name _____ Signature _____

Date _____