

STATE OF TENNESSEE)

COUNTY OF PUTNAM)

JOINT MANAGEMENT AGREEMENT

WHEREAS Jason Cathey (hereafter referred to as "Jason") is the owner of what is referred to as Thunderhole Cave located in Putnam County, Tennessee; and

WHEREAS the National Speleological Society (hereinafter "NSS") is the largest cave related organization in the United States; and

WHEREAS Jason and the NSS desire to enter into a joint agreement in the management and preservation of Thunderhole Cave located in Putnam County, Tennessee.

Now therefore, in consideration of the premises recited above, the parties agree as follows:

That they hereby enter into a joint agreement for the management of Thunderhole Cave in accordance with the following:

1. The parties will agree upon an individual or individuals to serve as an NSS preserve manager or to serve as the NSS preserve management team which will be responsible to the NSS Preserves & Acquisitions Committee and to the owner for management of the Thunderhole Cave system.
2. The NSS preserve manager or NSS preserve management team will report on no less than a yearly basis to both the NSS and Jason concerning visitation to the cave and preservation and management efforts.
3. The NSS is to control access to the entire cave system subject to rules and regulations set out in the Preserve Management Plan and subject to approval or disapproval by Jason as owner of the property.
4. The caving preserve will be open to qualified members of the public in accordance with the Tennessee Recreational Use Statute and subject to reasonable rules and regulations to protect the cave system and the safety of those entering the system. Those entering the preserve represent and affirm that they are physically able and qualified to safely descend and ascend a pit well in excess of 400 feet.
5. Entrance to the system will be by permit only. Said permit is to be issued by the NSS preserve manager or managers through the online permit system and/or through Jason Cathey.

6. All participants in any trip will be required to sign an anticipatory release before entering the preserve premises. There are no exceptions to this.

7. The NSS shall maintain commercial general liability insurance with limits of \$500,000 to cover its activities at the preserve and to cover any injury and/or claim that might be presented by any licensees entering the preserve with the permission of either the NSS preserve manager, the NSS preserve management team or Jason Cathey. Said policy shall be endorsed to include Jason Cathey as an additional insured.

8. The NSS agrees to indemnify and hold harmless Jason Cathey for any claim or suit brought by anyone on the premises or in the cave as a licensee of the NSS. In the event of someone entering the cave system without knowledge of or permission from the NSS, Jason Cathey agrees he will indemnify and hold harmless the NSS for any claim brought by such individual. The NSS's obligation to indemnify and hold harmless is limited only to the extent any claim or suit arises out of NSS's conduct.

9. The NSS shall have the exclusive right to manage such property subject to the advice, consent, and approval of Jason Cathey. The NSS has the exclusive right to determine when and how individuals or groups may be allowed to explore and/or tour the jointly managed property, subject to acceptance or rejection by Jason Cathey.

10. Jason has expressed an interest in seeing that the cave system is to be protected in perpetuity in its natural condition and acknowledges that the NSS has the expertise to do so. In the event Jason Cathey is satisfied with the management of such preserve and desires to donate the property to a non-profit corporation fully capable of managing such preserve, Jason Cathey agrees that he will consider, on the right of first refusal, giving the property to the NSS. It is understood and agreed that this agreement does not oblige Jason Cathey to donate the property, nor does it obligate the NSS to accept such property.

11. The NSS and licensees on the property will have access to the cave system across any property owned by Jason Cathey which directly leads from the parking area to the area of the cave. Access to any other part of Jason Cathey's property or any of the neighboring property is specifically prohibited.

12. The term of this Joint Agreement will be for one (1) year from the date of the signing of the first party herein and will automatically renew for each year on the anniversary of the signing date unless and until such time as the parties make different arrangement for the management of the property.

