

Please Read Carefully Before Signing!
Acknowledgment, Release, and Indemnification

Important notice to Spanish-speakers: *There is a Spanish version of this form which you may use. If this form is difficult for you to understand, in whole or in part, please ask us for the version in Spanish so that you can review, complete, and sign it.*

Aviso importante para las personas que hablan español: *Ponemos a su disposición una versión en español de la presente Declaración. En caso de que la presente versión en inglés le sea difícil de entender en todo o en parte, por favor solicítenos una versión en español para que la revise, llene y firme.*

The undersigned person (“**Participant**”) is being allowed by **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”) to participate in certain activities (the “**Activities**”) at Santa Cruz Island (including the surrounding waters and airspace, the “**Island**”), as an employee, student, contractor, or invitee of the University of California (“**UC**”), on the portion of the Island which is owned by TNC (including the surrounding waters and airspace, the “**SCI Preserve**”), under the terms of a cooperative agreement between TNC and UC, dated originally as of March 28, 2012 (as amended from time to time, the “**Cooperative Agreement**”). In consideration for being given permission to enter the SCI Preserve and participate in the Activities, Participant (acting through and/or with the consent of his/her legal guardian, if the Participant is a minor or the subject of a guardianship), agrees as follows:

1. **Activities.** I understand and agree that the Activities include my travel (whether over land or water, or by air) to and from the SCI Preserve, and that this form is intended to cover all of my trips to the SCI Preserve (if more than one). I agree to familiarize myself with, and comply with the terms of, the Cooperative Agreement, under which I am being permitted to enter the SCI Preserve and participate in the Activities; I agree to restrict my use of the SCI Preserve to the Activities which are permitted under the Cooperative Agreement, both as to the extent of the Activities and their timing, and I understand and agree that I will have no other right to enter the SCI Preserve, now or in the future, until and unless I receive explicit written permission to do so from TNC.

2. **Dangers of Participation.** I fully recognize the dangers of participating in the Activities, and I voluntarily assume all risks associated with my participation in the Activities. I understand that the dangers that I may encounter in connection with the Activities include, by way of example only and without limitation: Hantavirus Pulmonary Syndrome, wild animals, slippery rocks and soils, sea sickness, boating accidents, vehicular accidents, aircraft accidents, high surf, strong ocean currents, steep cliffs, cactus spines, non-potable water, mold, yellow jackets, bees, mice and other rodents carrying certain diseases, marine animals, harsh and quickly changing weather conditions, risks of landslides or other earth movement, poison oak, stinging nettles, ticks, falling branches, unimproved roads, and other rugged land, air, and sea conditions. In addition, I acknowledge that the structures located at the SCI Preserve may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity at the SCI Preserve.

3. **Lack of Medical Care and Facilities.** I realize that, in participating in the Activities, there is a risk of my becoming seriously ill or injured in an area remote from medical care, and that TNC cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

4. **Rules of Participation.** I have familiarized myself with the rules applicable to use of the SCI Preserve which are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference), of which I have been given a copy to keep. I acknowledge that such rules apply to me in all cases, and I agree that I will comply with such rules, and with all instructions posted on signs at the SCI Preserve, as well as with all instructions given by TNC personnel at the SCI Preserve; except to the extent (if any) that explicit written permission to deviate from such rules has been given to me by TNC, or: (i) the Cooperative Agreement explicitly provides for deviation from such rules; and/or (ii) it is reasonably necessary for me to make such a deviation in order to perform as required under the Cooperative Agreement.

5. **Health of Participant and Familiarity with Equipment.** I have been properly instructed in, and understand the use of, any equipment which I am to use in the Activities. I also realize that my participation in the Activities may require sustained strenuous physical activity, and I represent to and assure TNC that I am in good health, and am not aware of any physical or medical condition that might endanger me or any other participants in the Activities.

6. **No Representations or Warranties by or on Behalf of TNC.** I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given me regarding the condition of the Island and/or the SCI Preserve, any facilities or equipment located on or at the Island and/or the SCI Preserve, or any means of transportation to or from the Island and/or the SCI Preserve, whether by TNC or any of TNC’s employees, agents, representatives, volunteers, contractors, officers, and/or directors; and I agree, furthermore, that neither TNC nor any of TNC’s employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto.

7. **Release of Claims and Agreement Not to Sue.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I hereby release TNC and all of TNC's employees, agents, representatives, volunteers, contractors, officers, and directors (in each case, an "**Indemnified Party**") from any and all claims and liabilities of any kind or nature whatsoever for or with respect to, and I agree not to make a claim of any kind or nature whatsoever against, or sue or attach the property of any of any of such Indemnified Parties for or with respect to, any damage or injury to me or my property, or my death, arising from my participation in the Activities or during my presence on or travel to or from the Island and/or the SCI Preserve, howsoever caused and whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by any of such Indemnified Parties.

8. **Indemnification of TNC.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend the Indemnified Parties against, and to hold the Indemnified Parties harmless of and from: (a) any and all claims and liabilities of any kind or nature whatsoever for injury or damage to me or my property, or for my death, arising from my participation in the Activities or during my presence on or travel to or from the Island and/or the SCI Preserve, whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by any of the Indemnified Parties ; and (b) any and all claims and liabilities of any kind or nature whatsoever for any injury or damage to any person or property, or for the death of any person, to the extent caused by me during my participation in the Activities, or during my presence on or travel to or from the Island and/or the SCI Preserve.

The undersigned Participant acknowledges and agrees that he/she has carefully read this Acknowledgment, Release, and Indemnification, fully understands all of its contents, and their legal effect, and agrees that this Acknowledgment, Release, and Indemnification is contractually binding and is being signed by the undersigned Participant of his/her own free will.

Signature: _____ Date: _____
Printed Name: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
City: _____ State: _____ ZIP: _____
Emergency Contact: _____
Contact's Phone Number: _____

Consent and Signature of Parent or Guardian of a Minor
(if Participant is under 18 years of age):

As the parent or guardian of _____, the Participant described above in the foregoing Acknowledgment, Release, and Indemnification in favor of The Nature Conservancy ("TNC") with respect to taking part in activities on property owned by TNC at Santa Cruz Island, I hereby acknowledge that I have read and understood such Acknowledgment, Release, and Indemnification, as well as the license, permit, lease, contract, or other agreement pursuant to which the Activities discussed therein are to be carried out (where that is applicable); and I hereby agree, individually and on behalf of my child or ward, to all of the terms of such Acknowledgment, Release, and Indemnification; and hereby give my permission to my child or ward to participate in the Activities which are referred to therein.

Signature: _____ Date: _____
Printed Name: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
City: _____ State: _____ ZIP: _____
Telephone Number: _____

Schedule 1
Rules for Use of the SCI Preserve

The SCI Preserve is very remote and undeveloped, with few if any safety or communications facilities available to visitors. The SCI Preserve is an ecological reserve, used for research, academic studies, and resource management. There are a wide array of plants and animals at the SCI Preserve, some of which are not found elsewhere and may be unique in the world, so the introduction of other animals, diseases, insects, plants, etc., could be extremely detrimental to the flora and fauna at the SCI Preserve. The following rules have therefore been promulgated by TNC for the SCI Preserve:

Prohibited Items. The following are not allowed to be brought onto the SCI Preserve:

- (1) animals or pets of any kind (including, but not limited to, cats and dogs, and companion or research animals);
- (2) plants, seeds, cut flowers, or bulbs;
- (3) previously used planters or pots (whether of clay, ceramic, plastic, or other material);
- (4) potting soil ("soil-less" potting mix, such as Sun-Gro Sunshine Mix #4, is permitted if in original packaging with no tears or holes);
- (5) unprocessed wood, wood with bark, wood crates or planters;
- (6) cardboard boxes (clean plastic containers are permitted, as are new items in original cardboard packing boxes from manufacturer, if inspected by TNC and found to be clean of insect "hitchhikers");
- (7) firearms or other weapons;
- (8) fireworks; or
- (9) mountain bikes or other vehicles of any kind (motorized or non-motorized).

Restricted Activities:

1. No smoking or building of fires of any type is allowed at the SCI Preserve for any reason, due to fire danger.
2. No cooking is allowed at the SCI Preserve outside of designated TNC facilities, although the consumption of previously prepared food and drinks is allowed at the SCI Preserve, provided that all trash resulting from such activity is completely removed from the SCI Preserve (and then disposed of properly elsewhere).
3. No camping is allowed anywhere at the SCI Preserve, no sleeping bags or other camping equipment is allowed to be brought to or used at the SCI Preserve, and no erection of any tents or other structures is allowed at the SCI Preserve, whether they are temporary or otherwise.
4. No collecting, trapping, killing, harming or molestation of any animals at the SCI Preserve, or any fish or other animals in any waters at or adjoining the SCI Preserve, is allowed.
5. No cutting down, injury, collection, or other disturbance of any trees or other plants or vegetation is allowed at the SCI Preserve, whether or not the plants are living or dead.
6. No souvenirs or specimens of anything found at the SCI Preserve may be collected, disturbed or taken from the SCI Preserve, nor is any digging in any Indian mounds or other architectural remains located at the SCI Preserve allowed.
7. No entry into buildings or other structures at the SCI Preserve or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the SCI Preserve is allowed.
8. No still, video, digital, or other form of photography or imaging of or in any TNC facilities is permitted at any time, whether for private or commercial use. Photography of plants, animals, and natural conditions outside of TNC facilities for personal use is permitted, but no publishing or other use of the results of such photography, or of any other data of any kind collected at or from the SCI Preserve, is allowed for commercial purposes, and all images made at or from the SCI Preserve which are used or transmitted in a manner such that they can be downloaded or obtained by others must be used or transmitted with appropriate restrictions which prohibit the commercial use of the images.
9. No item(s) brought to the SCI Preserve are allowed to be left at or adjoining the SCI Preserve, including (but not limited to) garbage or food.

Please inspect your personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before arriving on the Island.

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees, and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, visitation or participation in any way in any activity, including transportation, at the above location.



Assumption of Risks: Visitation or participation carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visitation or participation and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

			
Signature of Minor's Parent/Guardian	Date	Signature of Participant	Date
Participant's Age (If Minor): _____		Participant's Name (Print) _____	
Mailing Address _____	Email _____	Phone _____	