

-For Non-Commercial Sailings Only-

Santa Cruz Island Preserve Landing Permit Application

The Nature Conservancy
Attention: Santa Cruz Island Landing Permit Program
3639 Harbor Blvd., Suite 201
Ventura, CA 93001
E-mail: scilandingpermit@tnc.org

Permits will be issued only to owners, or captains of charters of private boats, not to commercial vessels or commercial charter parties. In the case of flotillas or cruising clubs, each boat owner or charter must apply for a permit. Permits may be obtained for a calendar year for \$70.00 or for thirty consecutive days for \$30.00. Permits are not transferable. During the time the permit is valid, the permit holder and guests from his/her boat may, during daylight hours, come onto the designated portion(s) of the part of Santa Cruz Island (the "Island") which is owned by The Nature Conservancy, a District of Columbia non-profit corporation ("TNC"). You should note that TNC's property boundaries on the Island extend to the water's edge (in contrast to the law elsewhere, where part of the shoreline may be accessible to the public).

Please complete and sign this application and the enclosed permit form. A copy of the permit, signed by TNC in order to validate it, will be returned to you if your application is accepted. In addition, for each person traveling on your boat who will go onshore (including you yourself), an "Acknowledgement, Release, and Indemnification" (a "Release"), in the form which is attached to the permit, must be completed and returned to TNC before that person goes onto the Island (if you need additional Release forms, they can be obtained from this office, or you can make photocopies, so long as the Release returned to TNC bears the participant's original signature). If you later add participants, you can submit their Releases once you learn that they will participate. Each signer of a Release is also to be given a copy of the attached rules to keep.

MAIL:

- 1) THE COMPLETED APPLICATION
- 2) THE PERMIT, SIGNED BY YOU
- 3) THE ORIGINAL SIGNED RELEASES (you can send more of them later, as necessary)
- 4) YOUR CHECK (payable to The Nature Conservancy)
- 5) A STAMPED, SELF-ADDRESSED BUSINESS ENVELOPE to the address at the top of this application OR provide your fax number if you prefer to have your permit faxed back to you.

Permits are issued through the mail or FAX only. No telephone inquiries please. Please allow at least **15 business days** prior to your planned departure for application approval, processing and delivery of your permit to you by this office. We do not offer expedited processing of applications. Incomplete or incorrectly filled out applications will not be accepted. We reserve the right to refuse a permit to anyone and to revoke a permit at any time.

PERMIT#: _____

APPROVED: _____

-INTERNAL USE ONLY-

Applicant (Boat Owner):

Name: _____ Phone: (____) _____
(print name) (insert number)

Address: _____
(do not use PO Box number – must be street address)

City: _____ State: _____ Zip Code: _____

E-mail address: _____

Captain of Boat (if different from Applicant):

Name: _____ Phone: (____) _____
(print name) (insert number)

Address: _____
(do not use PO Box number – must be street address)

City: _____ State: _____ Zip Code: _____

E-mail address: _____

Check whichever is applicable:

- I request an annual permit for calendar year _____
- I request a 30-day consecutive permit from _____ to _____

Name of Boat: _____

Doc. or CF Number: _____

Boat Type: _____

Boat Length: _____

No. of sleeping accommodations _____ Complete cooking facilities? _____

State the passenger carrying capacity of your boat according to

(check applicable one and complete):

- Certificate of Inspection _____
- Maximum Safe Number of Passengers _____

The undersigned Applicant hereby applies for the permit described above, understanding that it will be issued (if at all) on the terms which are set out in the permit which accompanies this application.

Signature: _____

Printed Name: _____

Date: _____

____ PLEASE RETURN MY PERMIT TO ME BY FAX. MY FAX # IS: (____) _____

The Santa Cruz Island Preserve of The Nature Conservancy was established through the foresight of the late Dr. Carey Stanton and is dedicated to the preservation of the unique natural and cultural resources found on the Island. Thank you for your cooperation and for helping preserve this island for present and future generations.

PERMIT#: _____

APPROVED: _____

-INTERNAL USE ONLY-

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Santa Cruz Island Preserve Landing Permit

The Nature Conservancy

Attention: Santa Cruz Island Landing Permit Program

3639 Harbor Blvd., Suite 201

Ventura, CA 93001

E-mail: scilandingspermit@tnc.org

NOTE: SANTA CRUZ ISLAND IS PRIVATE PROPERTY. A LANDING PERMIT IS REQUIRED BEFORE ENTRY. EXTREME CAUTION IS ADVISED ASHORE AND BEING ASHORE IS AT YOUR OWN RISK. UNMARKED HAZARDS MAY EXIST. PEOPLE HAVE FALLEN FROM CLIFFS AND BEEN INJURED OR KILLED. NO RESCUE OR OTHER SERVICES ARE AVAILABLE.

_____, (“Permit Holder”), who is the captain of the boat

(insert name)

_____, Doc. or CF number _____ (the “Boat”)

(insert name of boat)

(insert number)

is permitted to land, and remain during daylight hours only, beginning on the following date: _____ and ending at dusk on the following date: _____, on that part of Santa Cruz Island, in Santa Barbara County, in the State of California (the “Island”) which is owned by The Nature Conservancy, a District of Columbia non-profit corporation (“TNC”). This permit includes any crew or passengers of the Boat, but it may not be transferred to any other captain or any other boat, or to any passenger(s) on any other boat. On the reverse side is a map showing where this permit is valid.

SANTA CRUZ ISLAND IS A REMOTE AND UNDEVELOPED WILDERNESS AREA. BY ENTERING, YOU ACKNOWLEDGE YOUR RECOGNITION OF THE DANGERS AND YOU ASSUME THE ASSOCIATED RISKS. THE DANGERS WHICH YOU MAY ENCOUNTER TRAVELING TO OR ON SANTA CRUZ ISLAND INCLUDE (BY WAY OF EXAMPLE ONLY, AND WITHOUT LIMITATION):

Hantavirus Pulmonary Syndrome, wild animals (such as feral pigs), slippery rocks and soils, sea sickness, boating accidents, high surf, strong ocean currents, steep cliffs, cactus, poison oak, stinging nettles, falling branches, non-potable water, yellow jackets, bees, ticks, mice and other rodents carrying certain diseases, marine animals, harsh and quickly changing weather conditions, risks of landslides or other earth movement, and rugged road conditions. If you or any one from the Boat becomes ill or injured, the Island is without communications and remote from medical care and emergency transportation to medical facilities.

YOU ARE ALSO ADVISED THAT DANGEROUS HUMAN ACTIVITIES OCCUR ON THE ISLAND, including (by way of example only and without limitation) prescribed burns of land, discharge of weapons, off road and other vehicles and use of aircraft and helicopters. These hazards occur in unmarked areas and without warning. Please WATCH, LOOK AND LISTEN FOR HAZARDS.

Permit Holder agrees that he/she is responsible for his/her conduct, welfare, and safety and for the conduct, welfare, and safety of all persons from the Boat. Permit Holder further agrees that he/she and all persons on the Boat will each:

- (1) read this Landing Permit and the warnings it contains;
- (2) read, sign, and return to TNC (at the address given at the beginning of this permit), in each case prior to the person entering TNC's property on the Island, a release in the form which is attached to this permit (the "Release Form"), and be given by Permit Holder a copy of the rules attached to the Release Form to keep (additional copies of the Release Form can be obtained from TNC at the above address); and
- (3) read and obey (at all times while visiting the Island) the general rules for use of the Island which are attached to the Release Form (see Rules for Use of the Site), as well as the following additional rules:
 - (a) **no hiking into or in the central valley of the Island is allowed;**
 - (b) **no inland access 50 feet past the mean high water mark at Christy Beach; and**
 - (c) **while on the Island, Permit Holder and all members of Permit Holder's party, when separated from Permit Holder, must carry a copy of this permit and show it to TNC staff if requested.**

The undersigned Permit Holder hereby agrees to and accepts the terms of this permit, and agrees to comply fully with such terms.

Signature: _____
Printed Name: _____
Date: _____

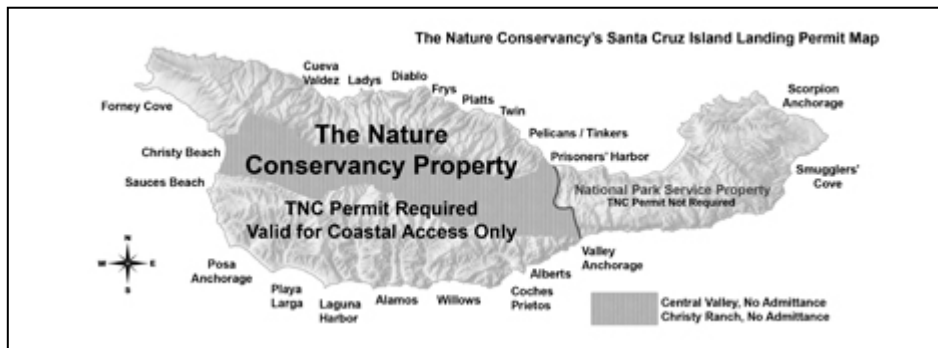
Note: This permit is not valid until it has been signed below on behalf of TNC and a copy has been returned to Permit Holder, with an original TNC signature.

We hope you enjoy your visit to the Island. The cooperation of all visitors is necessary to maintain the Island in its natural condition. We would appreciate receiving the names and numbers of boats carrying persons who violate any of the rules or regulations for the Island.

The Nature Conservancy,
a District of Columbia nonprofit corporation

By: _____ Date: _____
Santa Cruz Island Preserve

Permit Number: _____



Acknowledgment, Release, and Indemnification

Please Read Carefully Before Signing!

The undersigned person (“**Participant**”) is being allowed by **The Nature Conservancy**, a District of Columbia non-profit corporation (“**Licensors**”) to participate in certain activities (the “**Activities**”) at Santa Cruz Island (including the surrounding waters and airspace, the “**Site**”), under the terms of a license, permit, lease, contract, or other agreement which Licensors has entered into with, or issued to, either Participant, or some other person or entity under whose auspices Participant will be visiting the Site, or as a guest or volunteer of Licensors. In consideration for being given permission to enter the Site 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 Site and I agree to familiarize myself with, and comply with the terms of, the license, permit, lease, contract, or other agreement under which I am being permitted to enter the Site and participate in the Activities (where that is applicable), or of any program or arrangement under which I will be participating in the Activities as a guest or volunteer of Licensors (where that is applicable), and to restrict my use of the Site to the Activities which are permitted under such license, permit, lease, contract, agreement, program, or arrangement (as applicable).

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, high surf, strong ocean currents, steep cliffs, cactus spines, non-potable water, 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, driving in off-road vehicles, and rugged road conditions. In addition, I acknowledge that the structures located on the Property may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity on the Property.

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 Licensors 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 Site which are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference), of which I have been or will be 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 Site, except to the extent (if any) that explicit written permission to deviate from such rules has been given to me by Licensors, or, if I am entering the Site under the auspices of a written license, permit, lease, contract, or agreement agreed to by Licensors, except to the extent (if any) that: (i) that written document agreed to by Licensors 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 that written document.

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 Licensors 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. **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 Licensor and all of Licensor's employees, agents, representatives, volunteers, contractors, officers, and directors 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 such 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 Site, 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, Licensor or any of Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors, apart from willful misconduct.

7. **Indemnification of Licensor.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend Licensor and all of Licensor's employees, agents, representatives, volunteers, contractors, officers, and directors against, and to hold the same 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 Site, 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 Licensor, or any of Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors, apart from willful misconduct; 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 Site.

8. **No Representations or Warranties by or on Behalf of Licensor.** 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 Site, any facilities or equipment located on or at the Site, or any means of transportation to or from the Site, whether by Licensor or any of Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors; and I agree, furthermore, that neither Licensor nor any of Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto.

The undersigned Participant acknowledges and agrees that he/she has carefully read this Acknowledgment, Release, and Indemnification and 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: _____
Address: _____
(street address)
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: _____

Address: _____
(street address)

City: _____ State: _____ ZIP: _____

Telephone Number: _____

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Schedule 1

Rules for Use of the Site

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

- (1) No smoking or building of fires of any type is allowed at the Site for any reason, due to fire danger.
- (2) No cooking or other preparation of any food is allowed at the Site, although the consumption of previously prepared food and drinks is allowed at the Site, provided that all trash resulting from such activity is completely removed from the Site (and then disposed of properly elsewhere).
- (3) No firearms or other weapons are allowed to be brought onto, discharged, or used at the Site.
- (4) No plants, seeds, or cut flowers, and no animals or pets of any kind (including, but not limited to, cats and dogs) are allowed to be brought onto the Island.
- (5) No camping is allowed anywhere at the Site, no sleeping bags or other camping equipment is allowed to be brought to or used at the Site, and no erection of any tents or other structures is allowed at the Site, whether they are temporary or otherwise.
- (6) No collecting, trapping, killing, or other harming or molestation of any animal or bird life at the Site, or any fish or other animals in any waters at or adjoining the Site, is allowed.
- (7) No cutting down, injury, picking of, collection of, or other disturbance of any trees or other plants or vegetation is allowed at the Site, whether or not the plants are living or dead.
- (8) No collection of souvenirs or specimens of anything found at the Site may be disturbed or taken from the Site, nor is any digging in any Indian mounds or other architectural remains located at the Site allowed.
- (9) No mountain bikes or other vehicles of any kind (motorized or non-motorized) are allowed to be brought onto or used at the Site.
- (10) No item(s) brought to the Site are allowed to be left at or adjoining the Site, including (but not limited to) garbage or food.
- (11) No entry into buildings or other structures at the Site or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the Site is allowed.
- (12) No publishing, publicizing, or making any commercial use of any information or data collected, or photographs taken, at, of, or from the Site, or otherwise regarding the Site, is allowed.