



STAMP ACT ISLAND: AN INSIDER'S LOOK - RELEASE, WAIVER, ASSUMPTION OF RISK

Preserve/Location, County, State: Stamp Act Island Preserve, Wolfeboro, New Hampshire

Date(s) of Activity: August 17, 2019

Description of Activity: 2-3-hour trip on uninhabited Stamp Act Island in Lake Wentworth. On the island, participants will hike moderately difficult trails. Participants may encounter uneven terrain, slippery rocks and soils, bees and ticks, poison ivy and quickly changing weather conditions. Participants will travel to and from the island in their own craft and at their own risk.

In consideration for receiving permission from The Nature Conservancy to participate in the Activity described above, I agree as follows:

1. I understand the nature of the terrain and/or waterbodies and the type of activity which I/we will be participating in, and I/we are capable of safely undertaking this activity.
2. I understand the dangers involved in participating in this activity in a location like this and agree to take all reasonable precautions to avoid injury to myself and others and damage to property in connection with my/our activities.
3. I/we am/are engaging in the activity at my/our own risk, and acknowledge that the Conservancy makes no warranties or representations, express or implied, regarding the condition or safety of the terrain or the equipment provided by the Conservancy, for the purposes of the activity or any other purpose.
4. On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify and hold the Conservancy, its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or in any way related to my participation in the activity. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery.
5. I agree to go into only those areas authorized by the Conservancy and to comply with all Conservancy rules concerning the activity.
6. I grant the Conservancy permission to take photographs and video recordings of me (and my child) and to display, publish or otherwise use any photographs, video recording, or any other media associated with the activity, including any media which contains my (and my child's) image or likeness, for the Conservancy's purposes. I also consent to the use of my (and my child's) name in connection with such images. I release, indemnify and hold harmless the Conservancy and its officers, directors, agents and employees from any and all claims which may result at any time by reason of the use of my (and my child's) image and name, including, without limitation, claims of privacy. My child, heirs, executors, administrators and assigns shall be bound by this consent and release.
7. If I (or we) am/are in or near a body of water or on watercraft in connection with the Activity, I also understand the risks related to waterbodies and watercraft, including but not limited to risks related to swimming proficiency, water movement, (including risks related to exertion), collisions, water temperature (including hypothermia), tides, exposure, watercraft operation, equipment failure, and rescue efforts.

By signing below, I acknowledge that I have thoroughly read and understand this form, and that the statements that I have made in it are all true and that I am at least 18 years of age, or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below.

Participant's Signature: _____

Participant's Printed Name: _____

Date: _____

PARENTAL CONSENT FOR PARTICIPATION BY MINORS

I am the parent or legal guardian of _____, who has my permission to participate in the activity described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Parent/Guardian's Signature: _____

Printed Name: _____

Date: _____