

WAIVER AND ASSUMPTION OF RISK AGREEMENT FOR ACCESS TO PROPERTY OWNED BY THE NATURE CONSERVANCY AT THE VIRGINIA COAST RESERVE

Project title:

Start date:

End date:

I have been given permission to access property owned by The Nature Conservancy (“TNC”) located at the Virginia Coast Reserve, on the Eastern Shore of Virginia for the purpose of conducting or assisting with research, education, and/or other activities. I acknowledge that there are risks of injury, illness or death, and further I acknowledge that I may encounter certain conditions including, but not limited to:

- a) I may experience or utilize boats or other watercraft for transportation on this trip or project. It is possible that any of these modes of transport could become rough, causing motion discomfort, or disabled as a result of misjudgments or mistakes by me, another trip participant, the trip guide, the operator of the vehicle/boat, a third party or an act of God.
- b) I may be hiking or walking to reach our destinations during this trip. I may encounter soft sand, marshy conditions, ocean waves and sharp drop offs; swift ocean and bay currents; and varying weather conditions and temperatures. There is a risk of fall from the structures on which we will be walking or observing. I may slip and fall, damaging equipment, or causing injury to myself or others, or be subject to sunburn, heatstroke, hypothermia, frostbite or drowning. I may be boating and/or engaging in other water activities. Rip currents, strong undertows, rocks, snags, sudden storms and other unforeseeable risks are devices that could result in injury, and undergoing strenuous activities involving lifting, carrying, positioning and removing large, heavy or hazardous items. As with any such activity, other unforeseeable risks are possible.
- c) I may be operating or using certain equipment, including chain saws, hand tools, drills and other.
- d) As part of the experience, I may encounter wildlife and such wildlife may be dangerous.
- e) My activities may take place in areas that are a long way from hospitals and doctors. Evacuations to medical care may be difficult and protracted.

I recognize and agree that I am gaining access to TNC’s property at my own risk. I acknowledge that TNC makes no warranty or representation, express or implied, regarding the conditions that may be encountered or activities undertaken, and/or any means of transportation, and I knowingly and voluntarily assume all risks while on the property. Acting for myself and my heirs, personal representatives, assigns, and guardians ad litem, and in consideration of the opportunities provided me to participate in this research or other activity by TNC, I also hereby assumed responsibility for the consequences of my negligence or for any damages, injury, or death caused by my failure to properly evaluate the risks herein assumed. I shall and hereby do waive and release TNC, its directors, officers, employees and agents, from all liability and responsibility for any claims, losses or demands relating to injury, death or damages to myself or my property arising either directly or indirectly from the use of, or my entry or activities upon, TNC's Virginia Coast Reserve property, except to the extent that such injury, death or damage is caused by TNC's gross negligence or willful misconduct.

This Agreement shall be interpreted, construed and governed by the laws of the Commonwealth of Virginia and such laws of the United States as may be applicable.

Electronic Signatures

I understand that clicking "Click to Sign" will electronically sign this form and that signing this form electronically is the equivalent of signing a physical document for the purposes of validity, enforceability and admissibility.

Name:

Signature:

Date: