

Release from Liability, Waiver of Claims, and Indemnification
READ CAREFULLY BEFORE SIGNING

**** This liability release, waiver, and indemnification is required for participation in our field trips ****
**** Each participant must sign his/her own form ****

In return for receiving permission from **The Nature Conservancy**, a District of Columbia non-profit corporation (the "**Conservancy**") to participate from time to time hereafter in one or more field trips or other activities on real property owned by the Conservancy (collectively, the "**Activities**"), the undersigned participant ("**Participant**"), acting through and/or with the consent of his/her parent or legal guardian, if Participant is a minor or the subject of a guardianship, hereby agrees as follows:

1. 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 which I may encounter at the site(s) where the Activities take place (in each case, a "**Site**") include, by way of example only and without limitation: wild animals, poisonous snakes and harmful insects; poisonous vegetation; drowning, sea sickness and boating accidents; falling from steep slopes, cliffs or narrow trails; landslides; rough terrain; lightning; wildfire; extremes of temperatures; and storms. I realize that there is also a risk of my becoming seriously ill or injured in an area remote from medical care and that the Conservancy cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

2. I agree that neither the Conservancy nor any of its agents, representatives, volunteers, contractors or employees: (a) shall have any liability for any defect or dangerous natural or artificial condition relating to any Site or any of the Activities; or (b) have made or are making any representation or warranty, expressed or implied, regarding: (i) the conditions of any Site; (ii) the safety of the Activities or any of the equipment to be used in connection with the Activities; (iii) any means of transportation to or from any Site; or (iv) any other aspect of any Site or any of the Activities.

3. I agree to take the responsibility to familiarize myself with the rules and regulations applicable to the Sites and the Activities, and to ensure that I have been properly instructed in and understand the use of any equipment I am to use in the Activities. I realize that my participation in the Activities may require sustained strenuous physical activity. I am in good health, and am not aware of any physical or medical condition that might endanger myself or other participants in the Activities.

4. Acting for myself and my heirs, executors, personal representatives and assigns, I forever release and discharge the Conservancy and its employees, agents, officers, directors, and volunteers, and the successors and assigns of each of them (in each case, a "**Released Party**"), of and from all claims, losses, damages, costs, expenses and other liabilities, including (but not limited to) reasonable attorneys' fees (in each case, a "**Claim**"), whether known or unknown, foreseen or unforeseen, relating to property damage or the death, injury, pain or mental trauma of myself or any other person, and resulting, directly or indirectly, from my participation in the Activities or my travel to or from any Site. Without limiting the above, I agree not to sue any of the Released Parties for any such Claims, to waive any such Claims which I may have at any time against any of the Released Parties, and to indemnify and defend each of the Released Parties against, and to hold each of the Released Parties harmless of and from any Claims resulting from my acts or omissions during the Activities or while at any Site.

The undersigned Participant acknowledges and agrees that he/she has carefully read this Release from Liability, Waiver of Claims, and Indemnification and fully understands all of its contents, and their legal effect, and agrees that this Release from Liability, Waiver of Claims, and Indemnification (of which I have been given a copy to keep, with any attachments) is contractually binding, and is being signed by the undersigned Participant of his/her own free will.

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

Consent and Release for Publications of Photographs

I, the undersigned, hereby grant The Nature Conservancy permission to take photographs of me, and irrevocably consent to and authorize the use and reproduction by The Nature Conservancy, or anyone duly authorized by The Nature Conservancy, of any and all such photographs, for any legitimate purposes, including for advertising, trade, and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world. I also consent to the use of my name in connection with such photos.

I hereby release, indemnify, and hold harmless The Nature 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 image and name, including, without limitation, claims of privacy. My heirs, executors, administrators, and assigns shall be bound by this consent and release.

I am over the age of 18.

Signature: _____ Date: _____
Printed Name: _____

Consent and Signature of Parent or Guardian

(if Participant is under 18 years of age or the subject of a guardianship)

As the parent or guardian of _____, the Participant described in the foregoing Release from Liability, Waiver of Claims, and Indemnification with respect to taking part in the Activities which are described above, I hereby acknowledge that I have read and understood such Release from Liability, Waiver of Claims, and Indemnification, and Consent for Release for Publications and Photography, and I hereby agree, individually and on behalf of my child or ward, to all of the terms of such Release from Liability, Waiver of Claims, and Indemnification, and Consent for Release for Publications and Photography; and hereby give my permission to my child or ward to participate in such Activities.

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