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

The undersigned ("Participant") will participate in activities ("Activities") at the property which is located at or described as ________________________________ (including the surrounding, land, waters and airspace, the "Site") as an invited guest or volunteer of The Nature Conservancy, a District of Columbia non-profit corporation ("Licensor"). In consideration for permission to participate in the Activities, Participant (acting through and/or with the consent of his/her legal guardian, if the undersigned is a minor), agrees as follows:

1. **Activities.** I understand that the Activities include my travel (whether over land or water, or by air) to, from, and (where applicable) above the Site, and I agree to restrict my use of the Site to the Activities which are permitted under the invitation or program, pursuant to which I will participate in the Activities.

2. **Dangers of Participation.** I recognize the dangers of participating in the Activities, and voluntarily assume all risks of participation. I understand the dangers that I may encounter in connection with the Activities may include, by way of example only and without limitation: wild animals, slippery rocks and soils, steep cliffs, cactus spines, non-potable water, yellow jackets, bees, mice and other rodents carrying certain diseases, harsh and quickly changing weather conditions, all risks associated with the hazards of swimming or wading (such as drowning and hypothermia), risks of landslides or other earth movement, poison oak, stinging nettles, ticks, falling branches, driving in off-road vehicles (when and if allowed as part of the Activities), and rugged road conditions, as well as (where applicable) the general risks of air travel, and/or the risks of travel on water, such as sea or motion sickness, boating accidents, and strong river currents. In addition, I acknowledge that any structures located at or adjoining the Site may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity.

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 Licensor cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

4. **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 Licensor 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.

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

6. **Release of Claims and Agreement Not to Sue.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I release Licensor and all of Licensor’s employees, agents, representatives, volunteers, members, contractors, officers, and directors (“Indemnites”) from any and all losses, claims, damages, penalties, liabilities, demands, costs, and expenses of any kind or nature whatsoever (including, without limitation, litigation costs and attorneys’ fees)(collectively, “Claims”) for or with respect to any use of my image and name (including Claims of privacy), or any damage or injury to me or my property, or my death, arising from 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 negligence or other acts of Licensor or any of the Indemnites.

7. **Indemnification of Licensor.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I will indemnify, defend and hold Licensor and all the Indemnites harmless from any and all Claims, to the extent such Claims arise from: (a) any injury or damage to myself or my property or my death while participating 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 negligence
or other acts of Licensor or any of the Indemnitees; (b) 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; and (c) Licensor’s use of my image and name in accordance with the photo release above, including Claims of privacy.

8. **No Representations or Warranties by or on Behalf of Licensor.** I 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 the Indemnitees; and I agree, furthermore, that neither Licensor nor any of the Indemnitees shall be liable for any alleged negligence.

___Check here if you do NOT wish to have photos of yourself used by The Nature Conservancy.___

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: ___________________________
Email: ___________________________

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**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 minor Participant who is signing this Acknowledgment, Release, and Indemnification in favor of The Nature Conservancy ("TNC"), I acknowledge that I have read and understood this Acknowledgment, Release, and Indemnification, as well as any license, permit, lease, contract, or other agreement pursuant to which the Participant will engage in the Activities (where that is applicable); and I agree, individually and on behalf of my child or ward, to all of the terms of this Acknowledgment, Release, and Indemnification (of which I have been given a copy to keep); and give my permission to my child or ward to participate in the Activities.

Signature: _______________________________ Date: __________________
Printed Name: _______________________________
Address: ____________________________________________

(street address)
City: __________________ State: _______ ZIP: _______
Telephone Number: ___________________________
Email: ___________________________