

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

Important notice to Spanish-speakers: *There is a Spanish version of this form which you may use. If this form is difficult for you to understand, in whole or in part, please ask us for the version in Spanish so that you can review, complete, and sign it.*

Aviso importante para las personas que hablan español: *Ponemos a su disposición una versión en español de la presente Declaración. En caso de que la presente versión en inglés le sea difícil de entender en todo o en parte, por favor solicítenos una versión en español para que la revise, llene y firme.*

The undersigned person (“**Participant**”) is being allowed by **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”) to participate in certain recreational activities (the “**Activities**”) at Santa Cruz Island (including the surrounding waters and airspace, the “**Island**”), on the portion of the Island which is owned by TNC (including the surrounding waters and airspace, the “**SCI Preserve**”), as a crewperson or passenger on a private vessel which has been granted a landing permit by TNC (the “**Landing Permit**”). In consideration for being given permission to enter the SCI Preserve 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: (a) the Activities include my travel (whether over land or water, or by air) to and from the SCI Preserve; (b) I will confine myself to the Activities which are permitted under the terms of the Landing Permit (of which I have been given a copy to keep), including (but not limited to) the restrictions on which part(s) of the SCI Preserve I may visit; (c) this form is intended to cover all of my trips to the SCI Preserve under the Landing Permit (if more than one); and (d) I have no right to enter the SCI preserve, except for visits for which the Landing Permit was issued.

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, vehicular accidents, aircraft accidents, high surf, strong ocean currents, steep cliffs, cactus spines, non-potable water, mold, 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, unimproved roads, and other rugged land, air, and sea conditions. In addition, I acknowledge that the structures located at the SCI Preserve may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity at the SCI Preserve.

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 TNC 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 SCI Preserve which are listed on **Schedule I** 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, with all instructions posted on signs at the SCI Preserve, and with all instructions of TNC’s personnel while at the SCI Preserve.

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

7. **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 TNC and all of TNC’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 Island and/or the SCI Preserve, 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, TNC or any of TNC's employees, agents, representatives, volunteers, contractors, officers, and/or directors.

8. **Indemnification of TNC.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend TNC and all of TNC'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 Island and/or the SCI Preserve, 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 TNC, or any of TNC's employees, agents, representatives, volunteers, contractors, officers, and/or directors; 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 Island and/or the SCI Preserve.

The undersigned Participant acknowledges and agrees that he/she has carefully read this Acknowledgment, Release, and Indemnification, 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: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
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: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
City: _____ State: _____ ZIP: _____
Phone Number: _____

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.

Schedule 1
Rules for Use of the SCI Preserve

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

Prohibited Items. The following are not allowed to be brought onto the SCI Preserve:

- (1) animals or pets of any kind (including, but not limited to, cats and dogs, and companion or research animals);
- (2) plants, seeds, cut flowers, or bulbs;
- (3) previously used planters or pots (whether of clay, ceramic, plastic, or other material);
- (4) potting soil (“soil-less” potting mix, such as Sun-Gro Sunshine Mix #4, is permitted if in original packaging with no tears or holes);
- (5) unprocessed wood, wood with bark, wood crates or planters;
- (6) cardboard boxes (clean plastic containers are permitted, as are new items in original cardboard packing boxes from manufacturer, if inspected by TNC and found to be clean of insect “hitchhikers”);
- (7) firearms or other weapons;
- (8) fireworks; or
- (9) mountain bikes or other vehicles of any kind (motorized or non-motorized).

Restricted Activities:

1. No smoking or building of fires of any type is allowed at the SCI Preserve for any reason, due to fire danger.
2. No cooking is allowed at the SCI Preserve outside of designated TNC facilities, although the consumption of previously prepared food and drinks is allowed at the SCI Preserve, provided that all trash resulting from such activity is completely removed from the SCI Preserve (and then disposed of properly elsewhere).
3. No camping is allowed anywhere at the SCI Preserve, no sleeping bags or other camping equipment is allowed to be brought to or used at the SCI Preserve, and no erection of any tents or other structures is allowed at the SCI Preserve, whether they are temporary or otherwise.
4. No collecting, trapping, killing, harming or molestation of any animals at the SCI Preserve, or any fish or other animals in any waters at or adjoining the SCI Preserve, is allowed.
5. No cutting down, injury, collection, or other disturbance of any trees or other plants or vegetation is allowed at the SCI Preserve, whether or not the plants are living or dead.
6. No souvenirs or specimens of anything found at the SCI Preserve may be collected, disturbed or taken from the SCI Preserve, nor is any digging in any Indian mounds or other architectural remains located at the SCI Preserve allowed.
7. No entry into buildings or other structures at the SCI Preserve or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the SCI Preserve is allowed.
8. No still, video, digital, or other form of photography or imaging of or in any TNC facilities is permitted at any time, whether for private or commercial use. Photography of plants, animals, and natural conditions outside of TNC facilities for personal use is permitted, but no publishing or other use of the results of such photography, or of any other data of any kind collected at or from the SCI Preserve, is allowed for commercial purposes, and all images made at or from the SCI Preserve which are used or transmitted in a manner such that they can be downloaded or obtained by others must be used or transmitted with appropriate restrictions which prohibit the commercial use of the images.
9. No item(s) brought to the SCI Preserve are allowed to be left at or adjoining the SCI Preserve, including (but not limited to) garbage or food.

Please inspect your personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before arriving on the Island.