

UNIVERSITY OF CALIFORNIA, SANTA BARBARA
SANTA CRUZ ISLAND RESERVE

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees, and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, visitation or participation in any way in any activity, including transportation, at the above location.

Assumption of Risks: Visitation or participation carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby **assert that my visitation or participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visitation or participation and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Minor's Parent/Guardian Date

Signature of Participant Date

Participant's Age (If Minor): _____

Participant's Name (Print)

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

The undersigned person (“**Participant**”) is being allowed by **The Nature Conservancy**, a District of Columbia non-profit corporation (“**Licensor**”) to participate in certain activities (the “**Activities**”) at Santa Cruz Island (including the surrounding waters and airspace, the “**Site**”), under the terms of a license, permit, lease, contract, or other agreement which Licensor has entered into with, or issued to, either Participant, or some other person or entity under whose auspices Participant will be visiting the Site, or as a guest or volunteer of Licensor. In consideration for being given permission to enter the Site and 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 and agree that the Activities include my travel (whether over land or water, or by air) to and from the Site and I agree to familiarize myself with, and comply with the terms of, the license, permit, lease, contract, or other agreement under which I am being permitted to enter the Site and participate in the Activities (where that is applicable), or of any program or arrangement under which I will be participating in the Activities as a guest or volunteer of Licensor (where that is applicable), and to restrict my use of the Site to the Activities which are permitted under such license, permit, lease, contract, agreement, program, or arrangement (as applicable).

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, high surf, strong ocean currents, steep cliffs, cactus spines, non-potable water, 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, driving in off-road vehicles, and rugged road conditions. In addition, I acknowledge that the structures located on the Property may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity on the Property.

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. **Rules of Participation.** I have familiarized myself with the rules applicable to use of the Site which are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference, and of which I have been or will be given a copy to keep), and I agree to obey such rules at all times while I am at the Site. I acknowledge that such rules apply to me in all cases, unless explicit written permission to deviate from the rules has been given by Licensor, and I agree that I will not deviate from such rules where such permission has allegedly been given, until and unless I have read and understand fully such written permission from Licensor. I also agree to comply with all instructions posted on signs at the Site.

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 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.

6. **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 Licensor and all of Licensor’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 Site, howsoever caused and whether or not arising in whole or in part from the negligence or alleged negligence of, or any other act or omission of or by, Licensor or any of Licensor’s employees, agents, representatives, volunteers, contractors, officers, and/or directors.

7. **Indemnification of Licensor.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I agree to indemnify and defend Licensor and all of Licensor’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 Site, whether or not arising in whole or in part from the negligence or other acts of Licensor or any of Licensor'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 Site.

8. **No Representations or Warranties by or on Behalf of Licensor**. 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 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 Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors; and I agree, furthermore, that neither Licensor nor any of Licensor's employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto.

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: _____

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 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: _____
Address: _____
(street address)
City: _____ State: _____ ZIP: _____
Telephone 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 Site

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

- (1) No smoking or building of fires of any type is allowed at the Site for any reason, due to fire danger.
- (2) No cooking or other preparation of any food is allowed at the Site, although the consumption of previously prepared food and drinks is allowed at the Site, provided that all trash resulting from such activity is completely removed from the Site (and then disposed of properly elsewhere).
- (3) No firearms or other weapons are allowed to be brought onto, discharged, or used at the Site.
- (4) No plants, seeds, or cut flowers, and no animals or pets of any kind (including, but not limited to, cats and dogs) are allowed to be brought onto the Island.
- (5) No camping is allowed anywhere at the Site, no sleeping bags or other camping equipment is allowed to be brought to or used at the Site, and no erection of any tents or other structures is allowed at the Site, whether they are temporary or otherwise.
- (6) No collecting, trapping, killing, or other harming or molestation of any animal or bird life at the Site, or any fish or other animals in any waters at or adjoining the Site, is allowed.
- (7) No cutting down, injury, picking of, collection of, or other disturbance of any trees or other plants or vegetation is allowed at the Site, whether or not the plants are living or dead.
- (8) No collection of souvenirs or specimens of anything found at the Site may be disturbed or taken from the Site, nor is any digging in any Indian mounds or other architectural remains located at the Site allowed.
- (9) No mountain bikes or other vehicles of any kind (motorized or non-motorized) are allowed to be brought onto or used at the Site.
- (10) No item(s) brought to the Site are allowed to be left at or adjoining the Site, including (but not limited to) garbage or food.
- (11) No entry into buildings or other structures at the Site or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the Site is allowed.
- (12) No publishing, publicizing, or making any commercial use of any information or data collected, or photographs taken, at, of, or from the Site, or otherwise regarding the Site, is allowed.