

Smoky Valley Ranch
Acknowledgment, Release, and Indemnification

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 Licensor’s Property located at *Smoky Valley Ranch* (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 (unless Participant is a directly invited guest 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 (unless I am an invited guest of Licensor) 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, and to restrict my use of the Site to the Activities which are permitted under such license, permit, lease, contract, or other agreement.

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, [*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, 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 (if allowed), 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 attached hereto (which is incorporated herein by this reference), 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; and

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 hereby 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: _____