

## INDIVIDUAL LIABILITY RELEASE FORM

### Please Read Carefully Before Signing!

#### Acknowledgment, Release, and Indemnification

The undersigned person ("Participant") is being allowed by the North Coast Land Conservancy a non-profit organization ("NCLC") to participate as a volunteer for NCLC in certain activities (the "Activities") at one or more properties in the State of Oregon which are owned by NCLC or by another person or entity cooperating with NCLC in conservation efforts in that state (including the surrounding waters and airspace in each case, a "Property"). In consideration for being given permission to enter the Properties 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 with respect to each such visit to a Property:

- Activities.** I understand and agree that the Activities include my travel (whether over land or water) to and from the Properties, and that this form is intended to cover all of my trips to the Properties (if more than one). I agree to familiarize myself with, and comply with the terms of any program or arrangement under which I will be participating in the Activities as a guest or volunteer of NCLC (where that is applicable); I agree to restrict my use of the Properties to the Activities which are permitted under such program or arrangement under which I will be participating in the Activities as a guest or volunteer of NCLC, both as to the extent of the Activities and their timing, and I understand and agree that I will have no other right to enter the Properties, now or in the future, until and unless I receive explicit written permission to do so from NCLC.
- 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, vehicle accidents, high surf, strong ocean currents, steep cliffs, 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 Properties may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity at the Properties.
- 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 NCLC cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.
- Rules of Participation.** I have familiarized myself with the rules applicable to use of the Properties and acknowledge that such rules apply to me in all cases, and I agree that I will comply with such rules, and with all instructions posted on signs at the Properties, as well as all instructions given by NCLC personnel at the Properties, except to the extent (if any) that explicit written permission to deviate from such rules has been given to me by NCLC.
- 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 work, and I represent to and assure NCLC 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
- No Representations or Warranties by or on Behalf of NCLC.** 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 Properties, any facilities or equipment located on or at the Properties, or any means of transportation to or from the Properties, whether by NCLC or any of NCLC's employees, agents, representatives, volunteers, contractors, officers, and/or directors; and I agree, furthermore, that neither NCLC nor any of NCLC's employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto.
- 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 NCLC and all of NCLC's employees, agents, representatives, volunteers, contractors, officer, and directors (in each case, an "Indemnified Party") 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 any of such Indemnified 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 Properties, 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 any of such Indemnified Parties; except that the foregoing release shall not be effective, in the case of a given Indemnified Party, to the extent that the injury, death, damage, or destruction was caused by the gross negligence or willful misconduct of the Indemnified Party.
- Indemnification of NCLC.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend the Indemnified Parties against, and to hold the Indemnified 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 Properties, 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 any of the Indemnified Parties; 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 Properties; except that the foregoing indemnification and defense obligations shall not be effective, in the case of a given Indemnified Party, to the extent that the injury, death, damage, or destruction was caused by the gross negligence or willful misconduct of the Indemnified Party.

9. **Photo Permissions.** By signing this release, I consent to and authorize the use by NCLC, in the exercise of NCLC's sole discretion, of any photographs, video or audio taken of me while engaged in volunteer activities for NCLC as described above, in the exercise of NCLC's sole discretion.

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: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street address- no PO boxes)  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**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 North Coast Land Conservancy ("NCLC") with respect to taking part in activities at the Properties, 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.

Without placing any limitation on the foregoing provisions, I represent that I have legal authority to execute the photo release for the above named minor, of whom I am the parent/guardian, and I consent to and authorize the marketing, media, and publicity use by NCLC, in the exercise of NCLC's sole discretion, of any photographs, video or audio taken of such minor while engaged in volunteer activities for NCLC as described above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street address- no PO boxes)  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_