

ACKNOWLEDGMENT, RELEASE, WAIVER, AND INDEMNIFICATION

(Dugout Ranch Preserve and Canyonlands Research Center)

PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned individual (“**Participant**”) acknowledges that Participant is willingly participating in the following activities at the Dugout Ranch Preserve and Canyonlands Research Center located in San Juan County, Utah (the “**TNC Property**”): _____ (the “**Activities**”). The TNC Property is owned by The Nature Conservancy, a District of Columbia non-profit corporation (“**TNC**”). In consideration for being given permission to enter the TNC Property and participate in the Activities, Participant agrees as follows:

1. **Activities.** Participant fully recognizes the dangers of participating in the Activities, and Participant voluntarily assumes all risks associated with participation in the Activities. Participant understands that the dangers participants may encounter in connection with the Activities include, by way of example only and without limitation: standing water; cold water with currents, rocks, snags, and other unforeseeable risks; wild animals; poisonous snakes; harmful insects and vegetation; narrow trails; boardwalk trails with no railings; floods; and rough terrain; and extreme weather conditions and temperatures, including but not limited to, lightning, hail, high winds and tornados, and excessive sun, heat, dust, wind and remote and hazardous driving conditions.

Participant understands and agrees that Participant’s travel to, on, and from the TNC Property is Participant’s own responsibility and at Participant’s sole risk.

2. **Lack of Medical Care and Facilities.** Participant recognizes that, in participating in the Activities, there is a risk of a participant(s) 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. All rescue and emergency services are conducted through San Juan County Search and Rescue, not through TNC employees or agents.

3. **Rules of Participation.** Participant has familiarized him/herself/themself with the rules applicable to use of the TNC Property listed on **Schedule 1** attached hereto and incorporated herein by this reference, of which Participant has been or will be given a copy to keep; or which have been verbally communicated to Participant. Participant shall comply with such rules, and with all instructions posted on signs at the TNC Property, except to the extent (if any) that explicit written permission to deviate from such rules has been given to Participant by TNC. Failure to follow the rules will result in termination of Participant’s ability to conduct the Activities on the TNC Property.

4. **No Representations or Warranties by or on Behalf of TNC.** Participant hereby acknowledges and agrees that no representation or warranty of any kind or nature whatsoever has been given Participant regarding the condition of the TNC Property, any facilities or equipment located on or at the TNC Property, or any means of transportation to or on or from the TNC Property, whether by TNC or any of TNC’s employees, agents, representatives, volunteers, contractors, officers, and/or directors; and Participant agrees, 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.

5. **Consent Regarding Images.** Participant grants TNC permission to take photographs and video recordings of Participant and to display, publish or otherwise use any photographs, video recording, or any other media associated with the Activities, including any media which contains Participant’s image or likeness, for TNC’s purposes. Participant also consents to the use of Participant’s name in connection with such images. Participant’s heirs, personal representatives, executors, and assigns shall be bound by this consent.

6. **Release of Claims and Agreement Not to Sue.** Participant, individually and on behalf of Participant's heirs, personal representatives, executors, and assigns, hereby releases 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 Participant agrees 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, injury, illness or death of persons, or damage to or destruction of property, arising from Participant's activities and presence on the TNC Property, 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.

7. **Indemnification of TNC.** Participant, individually and on behalf of Participant's heirs, personal representatives, executors, and assigns, agrees 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 damage, injury, illness or death of persons, or damage to or destruction of property, arising from Participant's activities and presence on the TNC Property, 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; (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 Participant during participation in the Research Activities, or during Participant's presence on the TNC Property; and (c) any and all claims and liabilities of any kind or nature whatsoever that might result at any time by reason of the use of Participant's image and name, including, without limitation, claims of privacy.

Participant signature: _____

Date: _____

Printed Name: _____

Phone Number: _____

See Consent and Signature of a Parent or Guardian of a Minor and Rules for Use of the TNC Property below.

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 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: _____

City: _____ State: _____ ZIP: _____

Telephone Number: _____

Email: _____

Thank you for your cooperation and for helping maintain the TNC Property for present and future generations.

Schedule 1

Rules for Use of The TNC Property

The TNC Property is very remote and largely undeveloped, with few if any safety or communications facilities available. The TNC Property is ecologically significant and is used for research, natural studies, and resource management. There are a wide array of plants and animals at the TNC Property, some of which may be rare or 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 TNC Property. The following rules have therefore been promulgated by TNC for the TNC Property:

1. No smoking or building of fires of any type is allowed at the TNC Property for any reason, due to fire danger.
2. Always place trash in trashcans. All trash must be completely removed from the TNC Property upon departure; carry in, carry out. Recycle when possible (i.e., aluminum, plastic and wet). Be aware of small pieces of paper and plastic wrap that may fall out of pockets unnoticed.
3. Participants may not bring or discharge firearms or other weapons on the TNC Property.
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 TNC Property, except, however, that animals properly used by Participant under the Americans with Disabilities Act of 1990 or any similar state or local law may be brought onto the TNC Property.
5. Camping is allowed at the TNC Property only in the specially designated camping area. Sleeping bags, tents and other camping equipment are allowed to be used only in the specially designated camping area. Do not store food in tents.
6. No collecting, trapping, killing, or other harming or molestation of any animal or bird life at the TNC Property, or any fish or other animals in any waters at or adjoining the TNC Property, is allowed, unless authorized prior written collection permits have been issued by TNC.
7. No cutting down, injury, picking of, collection of, or other disturbance of any trees or other plants or vegetation is allowed at the TNC Property, whether or not the plants are living or dead, unless TNC has granted prior written authorization to engage in the activities.
8. No collection of souvenirs or specimens of anything found at the TNC Property may be disturbed or taken from the TNC Property, nor is any digging in any Indian mounds or other architectural remains located at the TNC Property allowed.
9. Mountain bikes and vehicles of any kind (motorized or non-motorized) are allowed only on established roads. Participants should leave cars in the designated parking lot while conducting Activities in the field.
10. No fuel, oil, petroleum products, or other hazardous materials shall be brought onto, stored, or disposed of in, on, or under any part of the TNC Property in carrying out the Activities, except for fuel or oil contained in appropriate vehicles and reasonable amounts of fuel for camping purposes.
11. Field equipment brought to the TNC Property shall be stored in the lockable storage units. Long-term storage of equipment is subject to monthly storage fees. TNC does not accept donations of leftover/unused field equipment or supplies.

12. The tents and the pavilion on the TNC Property are designated research facilities, and the back half of the barn is the resource lab. Participants may access these shared areas. Otherwise, no entry into other buildings or ranch facilities/residences at the TNC Property or interference with TNC operations is allowed.
13. Changing conditions on the TNC Property may make any road, trail, or other part of the TNC Property unsafe to use at any given time, particularly in the rainy season, and it shall be the sole responsibility of Participant.
14. Determine in advance of any Activities if such Activities can be conducted safely. All of the Activities shall be conducted with extreme care, and shall insure the highest possible level of standards of safety during all travel to and from the TNC Property and during the Activities.
15. No publishing, publicizing, or making any commercial use of any information or data collected, or photographs taken, at, of, or from the TNC Property, or otherwise regarding the TNC Property, is allowed without the prior written approval of TNC.
16. No unauthorized visitors or guests are allowed on the TNC Property.
17. All university or other applicable school rules applicable to Participant continue to apply while Participant is on the TNC Property.
18. Energy and Water Conservation Guidelines:
- Turn off lights and appliances when not in use.
 - Always turn off taps completely when not in direct use, for example, when washing hands, brushing teeth, taking showers, washing dishes, etc. Conserving water also conserves energy, both of which are limited at the TNC Property.
19. Waste Management Guidelines:
- Bring only as much food as you will need, and reduce packaging. Always store food properly and never in tents.
 - Pavilion Kitchen. Always completely clean the kitchen immediately after use, never leave a mess, and use water sparingly. Never leave food out—not outside, not even crumbs, and not inside tents. Food attracts animals, including flies, ants, and rodents.
 - Minimize noise pollution out of respect for the surrounding wildlife, other field station visitors, and field station staff. Please observe quiet hours between 9 PM and 8 AM unless otherwise directed as part of a planned group activity.
 - All large-scale trash and used supplies from field sites must be taken by Participant to the regional landfill in Blanding. TNC does not provide large-scale trash and waste removal.
20. Electronic Resource Access Guidelines:
- Computers, printers and Internet are for program-related activities and granted by permission of the field station manager of the TNC Property. Cell phone coverage is non-existent.
21. Security and Safety Guidelines:
- Do not bring expensive personal items (like jewelry) onto the TNC Property.
 - Only drink water from drinking water taps; never drink untreated water from streams, ponds, or unlabeled taps.
22. Behavior and Conduct Guidelines:
- TNC has an organizational value of Commitment to Diversity and one of Respect for People, Communities, and Cultures. TNC expects Participant to refrain from any activity on the TNC Property that contravenes those values, including, without limitation, discrimination or harassment based on any legally protected status or characteristic. Additionally, TNC expects Participant to comply with all applicable laws, rules, and regulations in connection with Participant's activities on and presence on the TNC Property.