



Big Sur Land Trust Liability Waiver and Photo/Video Release

I, the Participant (acting through and/or with the consent of my legal guardian, if the undersigned is a minor), understand that during my participation in hiking, running, walking, and/or other activities or events, including volunteer events, sponsored by Big Sur Land Trust, a California non-profit public benefit corporation, as a result of my participation in this activity, event, or volunteer event, including travel to and from the site(s), I may be exposed to a variety of risks, foreseen or unforeseen, which are inherent in the activity or event I am signing up for today.

These risks include, without limitation, serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the various hazards inherent in outdoor activities, events, or volunteer events (examples including but not limited to imperfect trail conditions, wild animals, slippery rocks and soils, steep cliffs, non-potable water, stinging insects, poisonous snakes, rodents carrying diseases, weather conditions, earth movement, poison oak, ticks, falling branches or trees or rocks, rugged road conditions, and/or exposure to disease-causing viruses, bacteria or parasites).

I know that walking, hiking, running, performing any type of volunteer work, voluntary use of tools, equipment, voluntary use of personal vehicle or riding in Big Sur Land Trust's vehicle is a potentially hazardous activity. I am aware that I should not participate unless I am medically able to do so, and properly trained. I assume all risks associated with participating in this activity, event or volunteer event including, but not limited to: falls, contact with other participants, trail conditions, effects of weather, and accidents due to voluntary use of tools, equipment or vehicles, and waive any and all claims which I might have based on any of those and other risks typically found in the type of trail activity, event or volunteer event I am signing up for. I acknowledge all such risks are known and understood by me.

Neither Big Sur Land Trust, nor the Santa Lucia Conservancy, nor the Santa Lucia Preserve, nor Monterey Peninsula Regional Park District, nor California State Parks, nor Monterey County Parks has made any representation or warranty as to the condition of the site(s) of this activity, event or volunteer event or tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes, activities of other persons, animals, activity/event participants, activity/event leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in activities or events such as the one I am signing up for today, and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that during this activity, event or volunteer event there may not be rescue or medical facilities or expertise necessary to deal with any such Injuries and Damages. I further understand and agree that without Participant Acknowledgement, Express Assumption of Risk, Indemnification and Release of Liability, Big Sur Land Trust would not be able to offer such events or activities.

If the activity, event or volunteer event I am signing up for is an organized activity, event or volunteer event in which Big Sur Land Trust staff and/or volunteers will be present, I agree to abide by all decisions of any activity, event or volunteer event leader relative to my ability to safely complete the activity, event or volunteer event. In the event of an illness, injury or medical emergency arising during the activity, event or volunteer event, I hereby authorize and give consent to Big Sur Land Trust to secure from any accredited hospital, clinic and/or physician any treatment necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.



COVID-19

As it applies to my participation in this activity, event, or volunteer event, regardless of my location and where I choose to participate, I agree to abide by the Center for Disease Control (CDC)'s and the Association for Professionals in Infection Control and Epidemiology (APIC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read APIC's guidance at https://apic.org/wp-content/uploads/2020/04/Coronavirus_HiresNoBleed-Masks-Edition_04222020.pdf. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the county of Monterey, the community, or by Big Sur Land Trust for my participation in this activity, event or volunteer event.

Big Sur Land Trust reserves the right to postpone or cancel the activity, event or volunteer event or parts of it due to circumstances beyond its control such as a natural disaster, emergency, property closures due to stewardship projects or as required to protect the safety of participants and staff.

I hereby hold harmless and release Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, and Monterey County Parks from all liability, petitions, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

In consideration for permission to participate in this activity, event or volunteer event I, the Participant (acting through and/or with the consent of my legal guardian, if the undersigned is a minor), agree as follows:

- 1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I acknowledge the above recitation of risks and agree to ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY LOSS that may be associated with or result in any way from my participation in the activity, event, volunteer event or related activities.
- 2. RELEASE AND INDEMNIFICATION.** I further agree to RELEASE FROM LIABILITY and to INDEMNIFY, DEFEND AND HOLD HARMLESS BIG SUR LAND TRUST, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, and Monterey County Parks and their employees, representatives, volunteers, vendors members, sponsors, contractors, directors and trustees against, and to hold the same parties harmless of and from: (a) any and all losses, claims, damages, penalties, liabilities, demands, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees) for injury or damage to me or my property, or for my death, arising from my participation in this activity, event or volunteer event whether or not arising in whole or in part from the negligence or other acts of Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, or Monterey County Parks or any of their employees, agents, representatives, volunteers, vendors members, sponsors, contractors, landowners, officers, directors and/or trustees; and (b) any and all losses, claims, damages, penalties, liabilities, demands, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees) 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 this activity or event.
- 3. AGREEMENT NOT TO SUE.** I agree not to make a claim of any kind against, attach the property of, or file a lawsuit against Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, and Monterey County Parks in connection with my participation in this activity, event or volunteer event even if Big Sur Land Trust, The Santa Lucia Conservancy, Monterey Peninsula Regional Park District, California State Parks, or Monterey County Parks were negligent. However, I agree that any lawsuit filed



against Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, or Monterey County Parks shall be filed in the Monterey County Superior Court in the State of California, or the United States District Court for the District of Northern California. I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain in effect and that California law shall apply.

4. **LEGALLY BINDING.** I have carefully read this Acknowledgement, Express Assumption of Risk, Indemnification and Release of Liability; I understand this is a RELEASE OF LIABILITY, which will legally PREVENT me or any other person from filing suit or making any other legal claim in the event of my death or injury to me or property. I also understand my obligations to INDEMNIFY, DEFEND AND HOLD HARMLESS even if an accident, damage, injury or death is the sole or partial fault of Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, or Monterey County Parks. This Acknowledgement, Express Assumption of Risk, Indemnification and Release of Liability is binding upon my heirs, successors, assigns and legal representatives.

5. **IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE) THE PARENT/GUARDIAN MUST SIGN ON BEHALF OF THE PARTICIPANT.**

Photo/Video Release

I hereby grant and authorize Big Sur Land Trust, The Santa Lucia Conservancy, the Santa Lucia Preserve, Monterey Peninsula Regional Park District, California State Parks, and Monterey County Parks the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me or that I share to be used in and/or for any lawful promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration.

This authorization extends to all languages, media, formats and markets now known or later discovered.

This authorization shall continue indefinitely, unless I otherwise revoke this authorization in writing. I understand and agree that these materials shall become the property of Big Sur Land Trust and will not be returned.