



Protecting nature. Preserving life.™

*Davis Mountains Preserve
Fort Davis, TX*

RELEASE OF LIABILITY

In consideration for receiving permission from **The Nature Conservancy**, a District of Columbia non-profit corporation (“TNC”), to enter and visit TNC’s property in Jeff Davis County, Texas, known as the Davis Mountains Preserve (“Preserve”) the undersigned each individually state and agree as follows:

1. I understand the type of trip in which I will be participating and will only engage in activities in which I am capable of safely undertaking. I am in good health and not aware of any physical problems or conditions which will limit or interfere with my ability to participate in this trip. I agree to take all reasonable precautions to avoid any injury to myself and others and any property damage and to comply with any applicable laws for the activities, including, without limitation, obtaining any necessary licenses or permits.
2. I understand and am fully informed of the nature of the terrain and weather conditions attending my trip, that this is an unimproved site, and that difficult conditions and hazards such as falling rocks, unfenced cliffs, abrupt drop offs, steep, slippery and/or narrow hiking trails, strenuous rock climbing or hiking, caves/sinkholes, wildfires, unpredictable water currents, venomous snakes, bees, poison ivy, and other potentially harmful wildlife or vegetation as well as numerous other hazards, may be encountered.
3. I understand that injuries can occur that require emergency medical treatment at a medical center and that a TNC staff member or representative may not be present during my trip. I further understand that the trip and its activities are located at a site that is remote, either by time and/or distance, from such a medical center, and nonetheless desire to participate in this trip and its activities.]
4. I agree that I am engaging in the trip and its activities at my own risk, and acknowledge that TNC makes and has made no warranties or representations, express or implied, regarding the condition or safety of the trip, the Preserve, any activities conducted thereon, and any equipment, vehicles, housing, and other improvements that may be provided by TNC.
5. I hereby assume all risk associated with this trip and its activities, whether foreseen or unforeseen. I waive and release TNC and its officers, directors, trustees, employees, representatives, invitees, and volunteers (“Released Parties”) from any and all claims, liabilities, losses, damages and expenses resulting from any injury to me or my property arising out of my participation in the trip and its activities. I FURTHER AGREE TO INDEMNIFY, DEFEND (WITH COUNSEL APPROVED BY TNC) AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES AND EXPENSES DUE TO ANY REASON WHATSOEVER ASSOCIATED WITH THIS TRIP AND ITS ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DEATH, DAMAGE OR OTHER LOSS OR LIABILITY CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEY’S FEES.
6. Preserve Rules: I agree to comply with all of the rules and regulations that may be given by TNC during my visit, whether written or verbal. In addition, the following restrictions apply during the trip unless TNC specifically approves otherwise: (i) no collection, removal, or destruction of artifacts, minerals, animals, or plants, whether living or dead, (ii) no swimming, (iii) no hunting or discharging of firearms, (iv) no trash, debris, or other materials shall be left on the Preserve, (iv) no smoking or fires, (v) no camping or overnighting, (vi) no

pets, (vii) no trespassing on neighboring property, (viii) no off-road vehicle use, (ix) no confrontation of apparent trespassers, and (x) no entering of caves or sinkholes.

7. I grant TNC permission to take photographs and video recordings of me and to display, publish, or otherwise use any photographs, video recording, or any other media associated with the trip, including any media which contains my image or likeness, for TNC's purposes. I also consent to the use of my name in connection with such images.

8. If Minors: I am the parent or legal guardian of the child or children indicated below who will be attending the trip and by my signature below, state that such child or children has my permission to attend the trip and make all of the representations and agree to all of the terms specified herein with respect to my child or children's participation in the trip.

By signing below, I acknowledge that I am at least 18 years of age, that I have thoroughly read and understand this form, and that the statements that I have made in it are all true.

Signature _____ Date _____

Print Name _____ Minor/Child Name: _____

Email _____

Phone _____

Mailing address _____

Emergency Contact _____

Are you a member of TNC? Yes ___ No ___

Is this your first visit to the Preserve? Yes ___ No ___

[continue signature page(s) for group]

Signature _____

Date _____

Print Name _____

Minor/Child Name:

Email _____

Phone _____

Mailing address _____

Emergency Contact _____

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