

Channel Islands Restoration

928 Carpinteria Street, Ste. #3
Santa Barbara, CA 93103

Acknowledgment, Release, and Indemnification

Please Read Carefully and Initial Each Section Before Signing!

Please print waiver on a single, two-sided sheet.

The undersigned person (“**Participant**”) is being allowed by **Channel Islands Restoration** (“**CIR**”) to participate in certain activities (the “**Activities**”) at the California Channel Islands and California Mainland (including the surrounding waters and airspace, the “**Site**”), under the terms of a license, permit, lease, contract, or other agreement which **CIR** has entered into with, or issued to, either Participant, or some other person or entity under whose auspices Participant will be visiting the Site, or as a guest or volunteer of **CIR**. When the abbreviation "CIR" is used hereafter, it includes Channel Islands Restoration, the County of Santa Barbara and San Marcos Foothills Coalition, a California nonprofit corporation, and the agreements of Participant are for the benefit of all three. 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 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 (where that is applicable), or of any program or arrangement under which I will be participating in the Activities as a guest or volunteer of **CIR** (where that is applicable), and to restrict my use of the Site to the Activities which are permitted under such license, permit, lease, contract, agreement, program, or arrangement (as applicable). **Initial:** _____

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 and soils, 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, marine animals, 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, and rugged road conditions. In addition, I acknowledge that the structures located on the Site may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity on the Site. **Initial:** _____

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 **CIR** cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities. **Initial:** _____

4. **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 **CIR** 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. **Initial:** _____

5. **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 **CIR** and all of **CIR'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, **CIR** or any of **CIR's** employees, agents, representatives, volunteers, contractors, officers, and/or directors. **Initial:** _____

6. **Indemnification of CIR.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend **CIR** and all of **CIR'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 **CIR** or any of **CIR'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. **Initial:** _____

7. **No Representations or Warranties by or on Behalf of CIR.** 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 **CIR** or any of **CIR's** employees, agents, representatives, volunteers, contractors, officers, and/or directors; and I agree, furthermore, that neither CIR nor any of **CIR's** employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto. **Initial:** _____

8. **Photo Waiver.** I hereby grant permission to **CIR** to use my photograph, or the photograph of my child on its web site or in printed publications without further consideration, and I acknowledge **CIR's** right to crop or treat the photograph at its discretion. I also acknowledge that the **CIR** may choose not to use my photo at this time, but may do so at its own discretion at a later date. I also understand that once my image is posted on **CIR's** website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims, **CIR**, its employees and board of directors. **Initial:** _____

The undersigned Participant 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: _____

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 the foregoing Acknowledgment, Release, and Indemnification in favor of **Channel Islands Restoration ("CIR")** with respect to taking part in activities on property worked on by **CIR** on the Channel Islands and California Mainland, 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.

Signature: _____ Date: _____
Printed Name: _____
Address: _____
(street address)
City: _____ State: _____ ZIP: _____
Telephone Number: _____