

## Please Read Carefully Before Signing

### Acknowledgment, Release, and Indemnification

(Island Packers) (10/11/12)

**Important notice to Spanish-speakers:** *There is a Spanish version of this form which you may use. If this form is difficult for you to understand, in whole or in part, please ask us for the version in Spanish so that you can review, complete, and sign it.*

**Aviso importante para las personas que hablan español:** *Ponemos a su disposición una versión en español de la presente Declaración. En caso de que la presente versión en inglés le sea difícil de entender en todo o en parte, por favor solicítenos una versión en español para que la revise, llene y firme.*

The undersigned person (“**Participant**”) is being allowed by **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”) to participate in certain activities (the “**Activities**”) at Santa Cruz Island (including the surrounding waters and airspace, the “**Island**”), as a customer of **Island Packers**, a California corporation (“**Island Packers**”), which is allowed by TNC to operate certain tours on the portion of the Island which is owned by TNC (including the surrounding waters and airspace, the “**SCI Preserve**”). In consideration for permission to participate in the Activities and enter the SCI Preserve, Participant (acting through and/or with the consent of his/her parent or legal guardian, if the Participant is a minor or the subject of a guardianship), agrees as follows:

1. **Activities.** I acknowledge and agree that: (a) the Activities include my travel (whether over land or water, or by air) to and from the Island; (b) part of the Island is owned by the National Park Service, but approximately 76% of the Island is private property, owned by TNC as the SCI Preserve; and (c) I am not allowed to, and will not, enter the SCI Preserve, except while participating in the specific guided tour being run by Island Packers with respect to which this document is being signed (the “**Guided Tour**”), and will I have no other right to enter the SCI Preserve, now or in the future, until and unless I receive explicit written permission to do so from TNC.

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, vehicular accidents, aircraft accidents, high surf, strong ocean currents, steep cliffs, cactus spines, 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 SCI Preserve may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity at the SCI Preserve.

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 TNC cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

4. **Rules of Participation.** I have familiarized myself with the rules applicable to use of the SCI Preserve which are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference), of which I have been or will be given a copy to keep. I acknowledge that such rules apply to me in all cases, and I agree that I will comply with such rules, with all instructions posted on signs at the SCI Preserve, and with all instructions of the Island Packers personnel conducting the Guided Tour, as well as the instructions of TNC personnel at the SCI Preserve.

5. **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 TNC and Island Packers 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.

6. **No Representations or Warranties by or on Behalf of TNC.** I hereby acknowledge and agree that: (a) no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of the SCI Preserve, any facilities or equipment located on or at the SCI Preserve, or any means of transportation to or from the Island and/or the SCI Preserve, whether by TNC, by Island Packers, or by any of the employees, agents, representatives, volunteers, contractors, officers, and/or directors of TNC and/or Island Packers; and (b) apart from allowing Island Packers to bring guided tours onto the SCI Preserve, TNC has no responsibility for or connection with Island Packers, and in particular no involvement with or responsibility for any means of transportation to or from the Island and/or the SCI Preserve which Island Packers or I may use, and neither TNC nor any of the employees, agents, representatives, volunteers, contractors, officers, and/or directors of TNC has given me any representation or warranty of any kind or nature whatsoever regarding any such transportation.

7. **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 TNC and Island Packers, and all of the employees, agents, representatives, volunteers, contractors, officers, and directors of TNC and/or Island Packers (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 Island and/or the SCI Preserve, 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.

8. **Indemnification of TNC.** 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 Island and/or the SCI Preserve, 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 Island and/or the SCI Preserve.

**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: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: (no PO Boxes) \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Contact's Phone Number: \_\_\_\_\_  
\_\_\_\_\_

**Consent and Signature of Parent or Guardian**

(if Participant is under 18 years of age or the subject of a guardianship)

As the parent or guardian of \_\_\_\_\_, the Participant described in the foregoing Acknowledgment, Release, and Indemnification with respect to taking part in activities at Santa Cruz Island on property owned by The Nature Conservancy, I hereby acknowledge that I have read and understood such Acknowledgment, Release, and Indemnification, 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 such activities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: (no PO Boxes) \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone Number: Area (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_

*The Santa Cruz Island Preserve of The Nature Conservancy was established through the foresight of the late Dr. Carey Stanton and is dedicated to the preservation of the unique natural and cultural resources found on the Island. Thank you for your cooperation and for helping preserve this Island for present and future generations.*

Schedule 1  
**Rules for Use of the SCI Preserve**

The SCI Preserve is very remote and undeveloped, with few if any safety or communications facilities available to visitors. The SCI Preserve is an ecological reserve, used for research, academic studies, and resource management. There are a wide array of plants and animals at the SCI Preserve, some of which are not found elsewhere and may be unique in the world, so the introduction of other animals, diseases, insects, plants, etc., could be extremely detrimental to the flora and fauna at the SCI Preserve. The following rules have therefore been promulgated by TNC for the SCI Preserve:

Prohibited Items. The following are not allowed to be brought onto the SCI Preserve:

- (1) animals or pets of any kind (including, but not limited to, cats and dogs, and companion or research animals);
- (2) plants, seeds, cut flowers, or bulbs;
- (3) previously used planters or pots (whether of clay, ceramic, plastic, or other material);
- (4) potting soil (“soil-less” potting mix, such as Sun-Gro Sunshine Mix #4, is permitted if in original packaging with no tears or holes);
- (5) unprocessed wood, wood with bark, wood crates or planters;
- (6) cardboard boxes (clean plastic containers are permitted, as are new items in original cardboard packing boxes from manufacturer, if inspected by TNC and found to be clean of insect “hitchhikers”);
- (7) firearms or other weapons;
- (8) fireworks; or
- (9) mountain bikes or other vehicles of any kind (motorized or non-motorized).

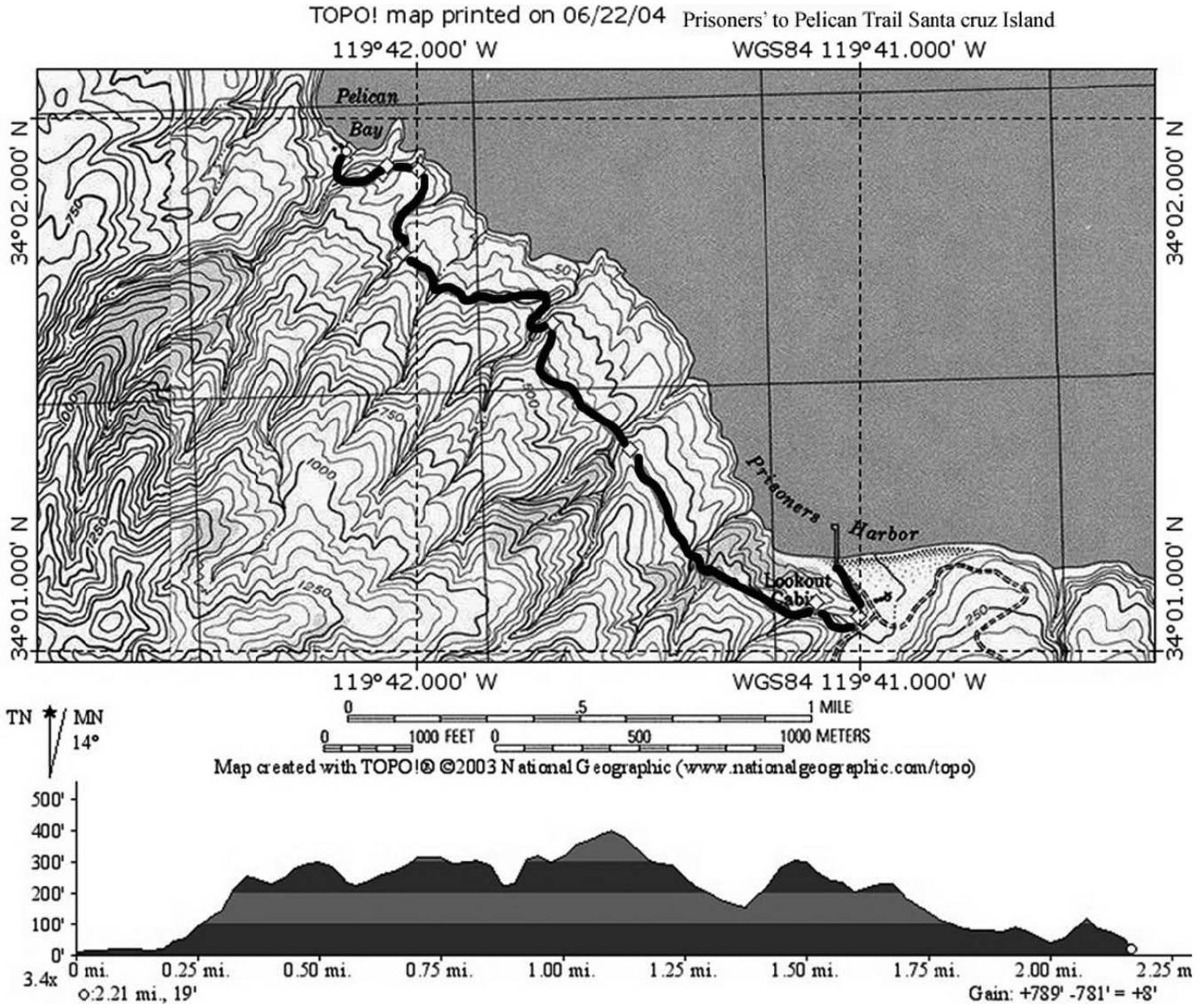
Restricted Activities:

1. No smoking or building of fires of any type is allowed at the SCI Preserve for any reason, due to fire danger.
2. No cooking is allowed at the SCI Preserve outside of designated TNC facilities, although the consumption of previously prepared food and drinks is allowed at the SCI Preserve, provided that all trash resulting from such activity is completely removed from the SCI Preserve (and then disposed of properly elsewhere).
3. No camping is allowed anywhere at the SCI Preserve, no sleeping bags or other camping equipment is allowed to be brought to or used at the SCI Preserve, and no erection of any tents or other structures is allowed at the SCI Preserve, whether they are temporary or otherwise.
4. No collecting, trapping, killing, harming or molestation of any animals at the SCI Preserve, or any fish or other animals in any waters at or adjoining the SCI Preserve, is allowed.
5. No cutting down, injury, collection, or other disturbance of any trees or other plants or vegetation is allowed at the SCI Preserve, whether or not the plants are living or dead.
6. No souvenirs or specimens of anything found at the SCI Preserve may be collected, disturbed or taken from the SCI Preserve, nor is any digging in any Indian mounds or other architectural remains located at the SCI Preserve allowed.
7. No entry into buildings or other structures at the SCI Preserve or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the SCI Preserve is allowed.
8. No still, video, digital, or other form of photography or imaging of or in any TNC facilities is permitted at any time, whether for private or commercial use. Photography of plants, animals, and natural conditions outside of TNC facilities for personal use is permitted, but no publishing or other use of the results of such photography, or of any other data of any kind collected at or from the SCI Preserve, is allowed for commercial purposes, and all images made at or from the SCI Preserve which are used or transmitted in a manner such that they can be downloaded or obtained by others must be used or transmitted with appropriate restrictions which prohibit the commercial use of the images.
9. No item(s) brought to the SCI Preserve are allowed to be left at or adjoining the SCI Preserve, including (but not limited to) garbage or food.

**Please inspect your personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before arriving on the Island.**

## The Nature Conservancy Interpretive Trail Between Prisoners Harbor and Pelican Bay

This map is for illustration only and is not intended for navigational use.



**Trail Description:** This is a **moderate to strenuous 4.6 mile round trip hike**. Hiking is on a **dirt and rock trail** that travels **along coastal bluffs and through five canyons, three that are steep**. Depending on your hiking pace, you should allow 1 1/2 – 2 hours each way, or 3-4 hours of total hiking time. Sturdy footwear is recommended and **plenty of water for each hiker**.