



Activity: Site Visit to San Vicente Redwoods (including Filice Ranch) Property
Date:

RELEASE OF LIABILITY, INDEMNIFICATION, COMPLIANCE WITH LAWS AND ASSUMPTION OF RISK

Each individual participating in this Activity must be over the age of 18 and submit a signed copy of this standard use permit prior to his or her entry onto the San Vicente Redwoods and/or Filice Ranch Property (the "Property") and participation in the Activity noted herein. I acknowledge that the Activity described herein is being conducted on the Property co-owned by Peninsula Open Space Trust (POST) and Sempervirens Fund (SVF), with additional interest from the Save the Redwoods League (SRL) and the Land Trust of Santa Cruz County (LTSCC) (collectively, the "Parties") and with the Parties' knowledge and consent.

I am aware that my involvement in the Activity in which I am participating presents certain risks to me including but not limited to bodily or personal injury, death, illness, loss or damage to my personal property and other safety-related risks and dangers. I further recognize that the Property has very recently sustained serious and substantial fire and fire-related damage, including damage to the land, vegetation, trees, timber, entrances and exits, water lines, power lines, structures and trails, as well as damage resulting from fire suppression and prevention work. I understand the damage has occurred throughout the Property, that the full extent of the damage is currently not known and is in the earliest stages of investigation and assessment. This damage may be visible upon inspection or not readily visible and may be latent. I understand that activities, including the Activities here, involving open space and natural lands, hiking and driving on dirt or gravel roads, present inherent risks of personal injury or sickness, death, or damage to my property, and that these risks include, but are not limited to, falling trees and branches, falling rocks, passing traffic, getting lost, stream crossings, exposure to wild animals including but not limited to mountain lions, absence of medical attention, unstable land conditions, impure water, transmission of Covid-19, and exposure to ticks and poison oak. I also understand that, due to the above-described fire damage and repair and restoration work, the Property presents additional significant risks to me due to, among other things, unstable, damaged and highly irregular terrain and trails, falling limbs and trees, and continuing smoke and fire exposure.

I certify that I am voluntarily participating in this Activity and voluntarily assume all risks and consequences, both known and unknown, and potential liability related to or resulting from this participation. I hereby release, waive and discharge POST and SVF, as well as SRL and LTSCC, and their respective employees, staff, board of directors, members, instructors, volunteers, and



their representatives and assigns, from any and all liability, claims, causes of action, debts, and demands that may arise now or in the future as a result of my participation in these Activities. In the case of my injury, accident, illness, or inability to complete these Activities, I understand that I will bear the full cost of any additional transportation or evacuation procedures performed or called for by POST, SVF or the SRL and LTSCC. I agree to comply with and abide by all applicable Federal, State and local laws, statutes, regulations and guidelines in the conduct of the Activities, including any and all state and local rules, regulations and guidelines currently in effect, including any and all provided by any of the Parties related to the care and prevention of transmission of Covid-19.

I (for myself, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives) agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of my participation in the Activities and to reimburse the Releasees for any such expenses.

I have read this agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE	PRINT NAME	MAILING ADDRESS	CITY, STATE, ZIP	PHONE #	EMAIL ADDRESS



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