

Acknowledgment, Release, and Indemnification  
**Please Read Carefully Before Signing!**

The undersigned (“**Participant**”) will be participating in certain activities (the “**Activities**”) at the Cosumnes River Preserve (the “**Preserve**”) under a permit (the “**Permit**”), issued by the manager of the Preserve (the “**Preserve Manager**”). In consideration for permission to 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, from, and above the Preserve, for a visit to or inspection of the Preserve, and I agree to familiarize myself with and comply with the terms of the Permit, and to restrict my use of the Preserve to the Activities which are allowed under the Permit.
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 may include, by way of example only and without limitation: wild animals, slippery rocks and soils, steep or irregular terrain, non-potable water, yellow jackets, bees, mice and other rodents carrying certain diseases, 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 (when and if allowed under the Permit), and rugged road conditions, as well as (where applicable) the general risks of air travel, and/or the risks of travel on water. In addition, I acknowledge that any structures located at or adjoining the Preserve may not be in compliance with seismic stability laws, and are susceptible to damage in the event of seismic activity, whether at the Preserve or elsewhere.
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 neither the Preserve Manager nor any of the owners of the Preserve (in each case, an “**Owner**”) can 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 Preserve which are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference), and I agree to obey such rules at all times while I am at the Preserve. I acknowledge that such rules apply to me in all cases, unless explicit written permission to deviate from the rules has been given by the Preserve Manager in the Permit, and I agree that I will not deviate from such rules where such permission has allegedly been given, until and unless I have read and understand fully such written permission from the Preserve Manager. I also agree to comply with all instructions posted on signs at the 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 the Preserve Manager 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. **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 the Preserve Manager and all of the Owners, as well as all of the employees, agents, representatives, volunteers, contractors, officers, and directors of the Preserve Manager or any of the Owners, 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 Preserve, 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, the Preserve Manager, any of the Owners, or any of the employees, agents, representatives, volunteers, contractors, officers, and/or directors of the Preserve Manager or any of the Owners.
7. **Indemnification**. Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend the Preserve Manager and all of the Owners, as well as all of the employees, agents, representatives, volunteers, contractors, officers, and directors of the Preserve Manager or any of the Owners (in each case, an “**Indemnified Party**”) against, and to hold such 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 Preserve, whether or not arising in whole or in

part from the negligence or other acts of such 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 Preserve.

8. **No Representations or Warranties.** 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 Preserve, any facilities or equipment located on or at the Preserve, or any means of transportation to or from the Preserve, whether by the Preserve Manager, by any of the Owners, or by any of the employees, agents, representatives, volunteers, contractors, officers, and/or directors of the Preserve Manager or any of the Owners.

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 (of which I have been given a copy to keep, with attachments) 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: \_\_\_\_\_

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**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, I hereby acknowledge that I have read and understood such Acknowledgment, Release, and Indemnification, as well as the Permit pursuant to which the Activities are to be carried out; and I hereby agree, individually and on behalf of my child or ward, to all of the terms of such Acknowledgment, Release, and Indemnification (of which I have been given a copy to keep, with attachments); 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: \_\_\_\_\_

## Schedule 1

### Rules for Use of the Preserve

The Preserve is an ecological reserve whose primary goal is the protection, restoration, and management of native biological communities. These communities and their individualized subgoals vary widely over the different habitats and parcels at the Preserve. Accordingly, the intensity of management activities and human visitation also vary widely. Achieving the Preserve's primary purpose depends on successful implementation of planned management activities, and successful minimization of incompatible uses or events (such as introduction of nonnative species, overharvesting, or wildfire). To minimize incompatible uses and interference with management activities, the following rules apply to every person who signs the Cosumnes River Preserve Acknowledgement, Release, and Indemnification. As stated in Section 4 above ("Rules of Participation"), each Participant represents that he/she has familiarized him-/herself with the rules below, and agrees to obey those rules at all times while on the Preserve. The rules apply in all cases, **unless explicit written permission to deviate from the rules has been given by the Preserve Manager in the Permit**. In no case is permission given to conduct unlawful activity.

- 1) No fires are allowed.
- 2) No firearms or other weapons are allowed.
- 3) No plants, seeds, or cut flowers, and no animals or pets of any kind (including, but not limited to, cats and dogs) are allowed.
- 4) No camping is allowed.
- 5) No collecting, trapping, killing, or other harming or molestation of any animals (including invertebrates), is allowed, unless lawfully conducted (such as lawful fishing and hunting in navigable waterways) or authorized by a valid Preserve Collection Permit AND all applicable federal and/or state permits.
- 6) No injury, harvest, relocation, or removal of plants or fungi is allowed at the Preserve, whether or not the plants are living or dead.
- 7) No collection, disturbance, relocation, or removal of historical artifacts found at the Preserve is allowed.
- 8) No mountain bikes or other vehicles of any kind (motorized or non-motorized) are allowed to be brought onto or used at the Preserve.
- 9) No waste, including (but not limited to) garbage or biodegradable food waste, is allowed to be left at the Preserve.
- 10) No entry into buildings or other structures at the Preserve, except the public area of the Visitor Center and the restrooms, is allowed.