



**WAIVER AND RELEASE**

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT. THE EXECUTION OF THIS DOCUMENT IS A CONDITION TO ENTERING ONTO PROPERTY (THE "SITE") OWNED OR MANAGED BY THE DONNA O'NEILL LAND CONSERVANCY.

1. I/We acknowledge that entering onto the Site may involve hazards. I/We hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned herein who might otherwise be liable to me/us (or my/our heirs or assigns) for damages. The dangers that I/We may encounter include, by way of example only and without limitation:

mountain lions, rattlesnakes, poison oak, ticks, Lyme disease, West Nile virus, rugged terrain, wild animals, slippery rocks, cliffs, cactus spines, bees, harsh and quickly changing weather conditions, and stinging nettles.

I/We realize that there is a risk of becoming seriously ill or injured in an area remote from medical care and that the Conservancy cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

2. I/We have been properly instructed in and understand the use of any equipment used in the nature hike or other activity (the "Activity"). I/We realize that participation in the Activity may require sustained strenuous physical activity, am/are in good health, and am/are not aware of any physical or medical condition that might endanger me/ourselves or other participants in the Activity.

3. Being fully aware of any risks, and in consideration for being given permission to enter upon the Site, and acting on behalf of myself/ourselves and my/our heirs, personal representatives, executors and assigns, I/We release The Donna O'Neill Land Conservancy, Rancho Mission Viejo, Santa Margarita Company, The San Juan Company and any of their affiliates, successors-in-interest and their respective officers, directors, employees, attorneys and agents ("Releasees") from liability for any and all claims for damages or death, personal injury or property damage arising from or in any way related to participation in the Activity or during travel to or from the Site, whether or not arising from the negligence of the Releasees. This Release includes all claims which I/We may have, or which may hereafter accrue to me/us or my/our heirs as a result of being on the Site, including any claims whether known or unknown, foreseen or unforeseen, future or contingent. I/We agree that the foregoing is a general release and extends to all claims.

4. I/We shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees arising out of or related to the actions, causes of actions, claims and demands hereby waived, released or discharged by m/us. This release shall be binding upon me and my spouse, legal representatives, heirs, successors and assigns.

5. I/We expressly agree that no warranty or representation of any kind whatsoever has been given me regarding the condition of the Site or any facilities or equipment thereon or any means of transportation to and from the Site, and agree, furthermore, that The Donna O'Neill Land Conservancy shall not be liable for any alleged negligence pertaining thereto.

6. I/We assume full liability for any injury to or death of any person arising by reason of participation in the Activity, presence on the Site or travel to or from the Site or for any damage to or loss or destruction of property on the Site caused by me/us.

7. I/We have carefully read this Release and fully understand all of its contents and legal effect. I/We agree that this Release is contractually binding, and sign it of my/our own free will.

\_\_\_\_\_  
Signature #1

\_\_\_\_\_  
Signature #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name #1 (Please print clearly.)

\_\_\_\_\_  
Print Name #2 (Please print clearly.)

Parent or Guardian of a minor (if participant is under 18 years of age):

I, as parent or guardian of the minor named below, give my permission to my child or ward to participate in this Activity, and also agree, individually and on behalf of my child or ward, to all of the terms of this Agreement.

\_\_\_\_\_  
Print Name of Minor #1

\_\_\_\_\_  
Print Name of Minor #2

\_\_\_\_\_  
Print Name of Minor #3

\_\_\_\_\_  
Print Name of Minor #3

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date