



Grant, Waiver, Assumption of Risk, and Indemnity Agreement

Grant and Waiver: In consideration of being permitted to visit or participate in any way, in any activity, including transportation at the following location:

Parent/Guardian Name or Adult Participant: _____ (Please Print)

Student Name: _____ (Please Print)

I, for myself, my heirs, personal representatives or assigns, do hereby

1. grant / do not grant (**CIRCLE ONE**) to NatureTrack Foundation (NTF) the right to take photographs and/or video of _____ (name of student) in connection with the above-identified event. I authorize NTF, its assigns and transferees to copyright, use and publish the same in print and/or electronically. Furthermore, I agree that NTF may use such photographs and/or video of _____ (name of student) with or without his/her name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.
2. waive, release and hold harmless NTF, its officers, employees, volunteers and agents from any and all claims including the negligence of NTF, its officers, employees, volunteers and agents.

Assumption of Risks: Visitation or participation carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary and range from minor injuries to major injuries both external and internal, and including death.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in California. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the Santa Barbara County Public Health Department for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating students shall visit or utilize the sites, services, and programs of NTF (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the sites, services, and programs of NTF. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the sites, services, and programs of NTF if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify NTF immediately if he or she believes that any of the foregoing access/use restrictions may apply.

NTF has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that NTF may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with NTF's revised procedures prior to utilizing the sites, services, and programs of NTF. The undersigned further acknowledges and agrees that, due to the nature of the sites, services, and programs offered by NTF, social distancing of 6 feet per person among students and

the docents may not always be possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the sites, services, and programs of NTF and that use thereof by the and/or such participating students may, despite NTF's reasonable efforts to mitigate such dangers, result in exposure to COVID- 19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO NTF FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, PARTICIPATION IN ANY PROGRAM AFFILIATED WITH NTF, OR OBSERVATION OR USE OF SITES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON BEHALF AND ON BEHALF OF SUCH PARTICIPATING STUDENTS, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NTF, its directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating students and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating students for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating students (or any person who may contract COVID- 19, directly or indirectly, from the undersigned or such participating students) whether caused by the negligence, active or passive, of NTF or otherwise while the undersigned or such participating students are in, upon, or about the premises or any sites or equipment therein or participating in any program affiliated with NTF. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in visitation and participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks. If signing on behalf of minor: I also understand that this agreement is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to NTF that I have full authority to sign agreement on behalf of such minor(s).

I understand and agree that this waiver, assumption and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

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

Signature of Minor's Parent/Guardian _____ Date _____

Address _____ City _____ Zip _____ Email _____

Yes, I would like to stay informed of NatureTrack events and programs, please add my email address to NatureTrack's email list.

Participant's Age (If Minor): _____ Name of School: _____

Signature of Adult Participant _____ Date _____

Address _____ City _____ Zip _____ Email _____

Yes, I would like to stay informed of NatureTrack events and programs, please add my email address to NatureTrack's email list.