

Irvine Ranch Conservancy Liability Waiver

Program:

Date:

Lead:

Please read carefully before signing under your name below.

In consideration of the permission granted me to participate in an Irvine Ranch Conservancy activity (the "Activity") on The Irvine Ranch Open Space (the "Site"), I, the undersigned (or legal guardian, if minor), agree as follows:

1. I understand the term Site includes The Irvine Ranch Open Space and the term Activity includes travel to, from and on the Site in my or another person's private vehicle.
2. I FULLY RECOGNIZE THE DANGERS OF PARTICIPATING IN THE ACTIVITY, AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION. The dangers I may encounter include, by way of example only and without limitation: mountain lions, rattlesnakes, poison oak, stinging nettles, ticks, rugged terrain, wild animals, slippery rocks, cliffs, cactus spines, yellow jackets, bees, harsh and quickly changing weather conditions, and rough paved and/or dirt roads. I realize that there is a risk of my becoming seriously ill or injured in an area remote from medical care and that the availability of emergency medical services or emergency transportation to medical facilities cannot be guaranteed.
3. I have been properly instructed in and understand the use of any equipment I am to use in the Activity. I realize that my participation in the Activity may require sustained strenuous physical activity. I am in good health, and am not aware of any physical or medical condition that might endanger myself or other participants in the Activity.
4. Acting for myself and my heirs, personal representatives, executors, assigns and guardian ad litem, I:
 - a.) hereby waive and release (i) Irvine Ranch Conservancy, (ii) County of Orange, (iii) The Nature Conservancy, (iv) the City of Irvine, and (v) The Irvine Company LLC and The Irvine Land Company LLC, (vi) City of Newport Beach, (vii) Irvine Ranch Water District, (viii) Serrano Water District, (ix) California Department of Parks and Recreation and each of their respective agents, representatives, volunteers, employees, contractors, officers, directors, shareholders and affiliated companies and organizations (collectively, "Releasees") from any and all claims and liability for injury to or death of any person, including me, and for damage to or loss or destruction of any property, including my own, arising from or related to my participation in the Activity or during travel to or from the Site whether or not arising from the negligence of the Releasees;
 - b.) agree that the foregoing release is a general release and extends to claims of which I may not be aware on the date I have signed this, and includes claims which, if known by me, would have materially affected my willingness to provide this release; and
 - c.) agree to indemnify and hold the Releasees harmless from and against any loss, cost and expense, including attorneys' fees and costs of defense counsel selected and retained by Releasees, arising from or related to any act or omission of theirs or mine, whether or not negligent, arising from or related to my participation in the Activity or during travel to or from the Site. I 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 RELEASEES SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE PERTAINING THERETO. I ASSUME FULL LIABILITY FOR ANY INJURY TO OR DEATH OF ANY PERSON ARISING BY REASON OF MY 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. I acknowledge and understand that the Activity is purely recreational and is undertaken without any fee or other compensation being paid to the Releasees. I acknowledge and understand that properly fitted and fastened helmets are required for all bicycle and equestrian Activities for persons under 18 years of age. I further acknowledge and understand that should I choose not to wear a helmet for any Activity, I hereby assume full and complete responsibility for any injury that may occur to me as a result of that choice, including responsibility for the full cost of emergency services, evacuation and rescue. I represent and warrant that I will not bring alcoholic beverages on to the site nor will I use or consume them on the Site and that I will fully comply with all laws while on the Site; and
 - d.) give permission to Irvine Ranch Conservancy to photograph me or my children participating in the Activity for use in future publicity for The Irvine Ranch Open Space and understand that I will not receive any compensation for such use.

The foregoing release and indemnification is intended to be as broad and inclusive as permitted by the law of the State of California and if any portion thereof is held invalid, it is agreed that the balance shall nonetheless continue in full force and effect.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.
