

**RELEASE OF LIABILITY**

In consideration for receiving permission from The Nature Conservancy, a non-profit corporation organized and existing under the laws of the District of Columbia (the "Conservancy"), to enter and visit the Conservancy's property in Hardin County, Texas, and known as the Roy E. Larsen Sandyland Preserve (the "Preserve"), and Tyler County, Texas, and known as the Timber Lake Preserve (the "Preserve") we, the undersigned, each individually state and agree as follows:

1. I agree to take all reasonable precautions to avoid injury to myself and others and damage to the Preserve. I understand the type of activity which I will be engaging in at the Preserve and am capable of safely undertaking this activity. I am in good health and I am aware of no physical problem or condition which will limit or interfere with my ability to engage in this activity. I agree to comply with all of the rules and regulations given by the Conservancy, whether written or verbal.
2. I agree that I am entering and visiting the Preserve at my own risk, and acknowledge that the Conservancy makes no warranties or representations, express or implied, regarding the condition or safety of the Preserve.
3. I understand and am fully informed that this is an unimproved site and that difficult conditions such as slippery surfaces, dense and thorny vegetation, unpredictable water currents and boggy ground conditions, abrupt drop offs, dangerous hiking, snakes, as well as numerous other hazards may be encountered. I understand that injuries can occur that require emergency medical treatment at a medical center and that this visit will be conducted at a site that is remote, either by time or distance or both, from such a medical center, and nonetheless desire to participate in this activity. I understand that there will not be a staff member from the Conservancy at the Preserve during my visit.
4. I hereby assume all risk associated with this visit, whether foreseen or unforeseen. I waive and release the Conservancy and its officers, directors, trustees, invitees and employees (collectively, the "Released Parties") from any and all claims, liabilities, losses, damages and expenses resulting from any injury to me or my property arising out of my visit to the Preserve. I further agree to indemnify, defend (with counsel approved by the Released Parties) and hold harmless the Conservancy and the other Released Parties from and against any and all claims, liabilities, losses, damages, injuries and expenses due to any reason whatsoever associated with this visit. I INTEND THAT THIS RELEASE AND INDEMNITY APPLY TO AND INCLUDE ANY INJURY, DEATH, DAMAGE OR OTHER LOSS OR LIABILITY CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CONSERVANCY OR ANY OF THE RELEASED PARTIES, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEYS' FEES.
5. By signing below, I acknowledge that I am at least 18 years of age, that I have thoroughly read and understand this form, and that the statements that I have made in it are all true.
6. If I am the parent or legal guardian of a minor child or children who will also be visiting the Preserve: By my signature below, I expressly state that such child has my permission to visit the Preserve. I make all of the representations and agree to all of the terms specified above with respect to my child's visit to the Preserve.

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