

**THE NATURE CONSERVANCY  
FIELD TRIP WAIVER OF LIABILITY**

**Preserve, County, State:** Boreas Ponds, Essex County, New York

**Date of Field Trip:** Sunday, September 23, 2012

**Description of Field Trip:** Participants will be driven from Albany to Boreas Lodge in vehicles hired by or owned by New York State and/or personal vehicles.

At Boreas Lodge, the trip might include boating and/or fishing on Boreas Ponds and White Lily Pond, hiking on the forested and rocky shoreline, dirt roads, trails and/or a beach, and/or biking on the rough roads and trails of the Boreas Pond area. The trip will last several hours. Trip participants will have a buffet meal at Boreas Lodge prior to the field trips.

We might encounter hazards typical to the Adirondacks, such as rough water, wild animals, forest pests, snakes, hunting, rough and/or slippery terrain, and quickly changing, possibly adverse, weather conditions, thunderstorms and other severe weather.

We may experience or utilize many forms of transportation, including cars, vans, motor boats, canoes, kayaks, rafts or bicycles. It is possible that any of these modes of transport could become rough, causing motion discomfort, or become disabled as a result of misjudgments or mistakes by me, another trip participant, the trip guide, the operator of the vehicle, a third party or an act of God.

We may be hiking or walking to reach our destinations during this trip. We may encounter steep slopes, cliffs, narrow or slippery trails; rivers or streams with swift currents; rockslides, landslides, and varying weather conditions and temperatures. I may slip and fall, damaging equipment, or causing injury to myself or others, or be subject to sunburn, heatstroke, hypothermia or frostbite.

We may be fishing, swimming, boating and/or engaging in other water activities. Rocks, snags, and other unforeseeable risks are possible.

As part of the experience, we hope to view wildlife in its natural habitat, and such wildlife may be dangerous.

Boreas Pond and Lodge is a remote wilderness tract far from emergency medical care. Evacuations to medical care may be difficult and protracted.

In consideration for receiving permission from the Conservancy to participate in the field trip described above, I agree as follows:

1. I understand the nature of the terrain and/or waterbodies and the type of field trip which I will be participating in, and I am capable of safely undertaking this field trip.
2. I understand the dangers involved in taking this field trip in remote locations and agree to take all reasonable precautions to avoid injury to myself and others and damage to property in connection with my activities.
3. I am engaging in the field trip at my own risk, and acknowledge that the Conservancy makes no warranties or representations, express or implied, regarding the condition or safety of the terrain or the equipment provided by the Conservancy, for the purposes of the field trip or any other purpose.
4. On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify and hold the Conservancy, its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or in any way

related to my participation on this field trip. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery.

5. I agree to go into only those areas authorized by the Conservancy and to comply with all Conservancy rules concerning the field trip.
6. I grant the Conservancy permission to take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the field trip, including any media which contains my image or likeness, for the Conservancy's purposes. I also consent to the use of my name in connection with such images. I release, indemnify and hold harmless the Conservancy and its officers, directors, agents and employees from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release.

By signing below, I acknowledge that I have thoroughly read and understand this form, and that the statements that I have made in it are all true and that I am at least 18 years of age, or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below.

Participant's Signature: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### PARENTAL CONSENT FOR PARTICIPATION BY MINORS

I am the parent or legal guardian of \_\_\_\_\_, who has my permission to participate in the field trip described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Parent/Guardian's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_