



## WAIVER OF LIABILITY, RULES AND REQUEST OF ACCESS

**AS THE NAMED PARTY BELOW I AM REQUESTING LIMITED ACCESS TO THE PROSPECT HILL NATURE PRESERVE UNDER THE TERMS OF THIS DOCUMENT. I UNDERSTAND AND VALUE THE PROPERTY IS PRIVATELY OWNED AND INTENDED TO MAINTAIN UNDEVELOPED, UNIMPROVED OPPORTUNITIES TO EXPERIENCE NATURE.**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

### Waiver of Liability, Release and Indemnity

THIS PROPERTY MAY HAVE VISIBLE AND/OR HIDDEN OBSTRUCTIONS, THORNS, POISONOUS BERRIES OR PLANTS, VENOMOUS SNAKES, NATIVE ANIMALS, WILDLIFE, TREES, WATER FEATURES, MAINTENANCE EQUIPMENT, AND/OR OTHER NATURAL OR MANMADE CONDITIONS WHICH MAY BE DANGEROUS TO VISITORS. VISITORS MUST LOOK OUT FOR THEIR OWN SAFETY FROM ANY PHYSICAL CONDITIONS WHICH MAY EXIST ON THESE PREMISES AND UNDERSTAND NO WARNINGS OR CAUTIONS ARE PROVIDED. VISITOR HEREBY ACKNOWLEDGES HE OR SHE IS VOLUNTARILY PRESENT ON THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREES TO ACCEPT ALL RISKS OF INJURY, DEATH, PROPERTY LOSS OR DAMAGE. VISITOR ALSO ACKNOWLEDGES THEY ARE RESPONSIBLE AND THIS AGREEMENT EXTENDS FOR ANY MINOR CHILDREN THAT JOIN THEM ON THE PROPERTY. I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY, DAMAGES OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES OR ANY OTHER CONDUCT PERFORMED ON THE PROPERTY. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES. In consideration of the right to enter lands owned or leased by the Prospect Hill Nature Preserve or Landowner, I, individually and on behalf of my children, agree to the following: I release, acquit, indemnify, and forever discharge the Prospect Hill Nature Preserve, Blue Heron Headwaters Conservancy and Landowner from any and all losses, claims, costs or causes of action (including all attorney's fees and hospital and medical expenses) of any kind whatsoever, at common law, statutory or



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otherwise, that may arise from my, my children's, my pet's use and entry upon such lands. I further agree that I, my children, my heirs, successors and assigns, will not make any claim or institute any suit or action at law or equity against the Prospect Hill Nature Preserve or Landowner, Trustees, Officers arising from any such accident, loss, incident or occurrence. I, individually and on behalf of my children, further agree to indemnify, defend, and hold harmless the Prospect Hill Nature Preserve and Landowner for any such loss, claim cost or cause of action by them arising from any acts by me, my children, or my pets whether negligent or not, while we are upon or using any lands owned or leased by the Prospect Hill Nature Preserve and Landowner. The term "my children" shall include my own children and wards. The term "Landowner" includes any owner and/or lessee of the land upon which I am entering, and such owner/lessee's agents, employees, trustees, officers, directors, and assigns, as well as all agents, employees, board of directors, advisory board members, and assigns of the Prospect Hill Nature Preserve. I UNDERSTAND THAT, BY ENTERING MY NAME IN THE BOX BELOW, PROVIDING MY SIGNATURE AND SUBMITTING THIS FORM, I HAVE AGREED, INDIVIDUALLY AND ON BEHALF OF MY CHILDREN, NOT TO BRING SUIT OR ASSERT ANY CLAIM AGAINST THE PROSPECT HILL NATURE PRESERVE OR LANDOWNER EVEN THOUGH WE OR OUR PROPERTY ARE INJURED OR DAMAGED AS A RESULT OF THE NEGLIGENCE OF THE PROSPECT HILL NATURE PRESERVE OR LANDOWNER, THEIR GUESTS OR ANY OF THE ABOVE DESCRIBED PARTIES WHILE WE ARE UPON OR USING THE OWNED OR RENTED LANDS OF THE PROSPECT HILL NATURE PRESERVE OR LANDOWNER. I ALSO UNDERSTAND THAT WE HAVE AGREED TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE PROSPECT HILL NATURE PRESERVE AND LANDOWNER FOR ANY ACTS BY ME, MY CHILDREN, MY PETS WHICH CAUSE DAMAGE OR INJURY WHILE ANY OF US ARE ON LANDS OF THE PROSPECT HILL NATURE PRESERVE OR LANDOWNER:

I ALSO UNDERSTAND THAT WE HAVE AGREED TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE PROSPECT HILL NATURE PRESERVE AND LANDOWNER FOR ANY INJURIES, DAMAGES OR OTHER CLAIM CAUSED OR RESULTING FROM ANY OTHER VISITOR INCLUDING THEIR PETS OCCURRING ON THE PROPERTY. MY SIGNATURE BELOW ALSO ACKNOWLEDGES, ACCEPTS AND AGREES TO UPHOLD THE LISTED RULES AND CODE OF CONDUCT DURING MY ACTIVITY ON THE PROPERTY. MY SIGNATURE ALSO ACKNOWLEDGES THAT ACCESS TO THE PROPERTY IS SOLELY AT THE DISCRETION OF THE PROSPECT HILL NATURE PRESERVE AND THE LANDOWNER. AND THAT MY ACCESS CAN BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITHOUT COMPENSATION



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### **RULES AND CODE OF CONDUCT**

1. CHILDREN UNDER THE AGE OF 18 ARE ONLY ALLOWED ON THE PROPERTY UNDER THE DIRECT SUPERVISION OF THEIR PARENTS OR LEGAL GUARDIAN.
2. NO HUNTING OR TRAPPING OF ANY KIND.
3. NO FIREARMS, KNIVES, WEAPONS OF ANY KIND TO BE BROUGHT, USED, OR DISCHARGED ON THE PROPERTY.
4. NO WHEELED VEHICLES OF ANY KIND WILL BE BROUGHT ON THE PROPERTY.
5. ACCESS TO THE PROPERTY IS LIMITED TO DAYLIGHT HOURS.
6. NO CUTTING, OR REMOVAL OF ANY PLANT, TREE, NEST, DEN, NATIVE MATERIAL FROM THE PROPERTY UNLESS UNDER THE SUPERVISION OF A REPRESENTATIVE OF THE PROSPECT HILL NATURE PRESERVE OR THE LANDOWNER.
7. NO PROVOCATION OR INTERACTION WITH ANY NATURAL OR NATIVE ANIMAL, BIRD OR OTHERWISE LIVING CREATURE ENCOUNTERED ON THE PROPERTY.
8. NO RELEASE OF ANY LIVE OR DECEASED ANIMAL OR PLANTING ON TO THE PROPERTY.
9. NO DUMPING OF ANY NATURAL OR MAN MADE MATERIAL ONTO THE PROPERTY.
10. NO SMOKING, FIRES, BURNING OF ANY KIND ON THE PROPERTY.
11. VISITOR ACKNOWLEDGES AND VALUES THAT QUIET NATURE OF THE PROPERTY AND WILL NOT USE OR BRING ANY NOISE MAKING DEVICE ONTO THE PROPERTY BEYOND SOMETHING FOR PURPOSES OF AN EMERGENCY ALERT.
12. ONLY ALLOWABLE PET ON THE PROPERTY ARE DOGS.



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13. ONLY ALLOWABLE PET ON THE PROPERTY ARE DOGS. SVISTORS THAT BRING DOGS ONTO THE PROPERTY AGREE AND ATTEST THE FOLLOWING

- a. DOG HAS, IS WEARING OR IN THE PERSONAL POSESSION OF THE OWNER, ALL APPLICABLE LICENSES REQUIRED IN THE JURISDICTION OF THE PROPERTY.
- b. DOG HAS UP TO DATE VACCINATIONS AGAINST ALL DISEASES INCLUDING BUT NOT LIMITED TO RABIES, DISTEMPER (DHLPP), BORDETELLA.
- c. NO EVIDENCE OF PARASITES, AGGRESSIVE BEHAVIOR.
- d. DOGS WILL BE ON A LEASH OF 10 FT OR LESS AND MAINTAINED BY THE NAMED ADULT.
- e. DOGS OR OTHER DOMESTIC ANIMALS FOUND ON THE PROPERTY NOT UNDER LEASH WILL BE CONSIDERED ABANDONDED AND WILL BE IDENTIFIED TO LOCAL ANIMAL CONTROL FOR THEIR SAFETY AND WELL BEING.
- f. ANY WASTE LEFT BY THE DOG TO BE BURIED DISCRETELY ON THE PROPERTY OR OTHERWISE REMOVED FROM THE PROPERTY BY THE OWNER

14. ANY ITEM BROUGHT ON THE PROPERTY TO BE REMOVED BY THE VISITOR, VISTITOR WILL PACK OUT ANY GARBAGE BROUGHT OR FOUND ON THE PROPERTY.

15. NO GRAFitti, POSTING, OR OTHER DEFACING OF ANY STRUCTURE OR ENTITY ON THE PROPERTY.

16. PROPERTY NOT TO BE USED FOR ANY EVENT, PARTY, ACTIVITY BEYOND TRANSIT AND VIEWING OF NATURE WITHOUT WRITTEN CONSENT OF THE PRESERVE & LANDOWNER.

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Printed Name:

Signature:

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Printed Name:

Signature:

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Prospect Hill Nature Preserve:

Date:

Submit form by email to [propsechillnaturepreserve@gmail.com](mailto:propsechillnaturepreserve@gmail.com)