



THE NATURE CONSERVANCY ("TNC")
TOUR WAIVER OF LIABILITY

NACHUSA GRASSLANDS in Lee and Ogle Counties, Illinois

Tour Date(s): \_\_\_\_\_
Public Prairie & Bison Tour
Private Tour — Group Name: \_\_\_\_\_

Tour Description: Guided sightseeing tour of the property or a bison-focused tour.

In consideration for receiving permission from The Nature Conservancy ("TNC") to participate in the tour described above (hereinafter the "tour"), I agree and accept the following:

- 1. I understand the nature of the terrain and/or waterbodies and the type of tour which I will be participating in, and I am capable of safely undertaking this tour.
2. I understand the dangers involved in taking this tour 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 tour 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 tour 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 in the tour. 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 tour.
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 tour, 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: \_\_\_\_\_ Date: \_\_\_\_\_

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

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

PARENTAL CONSENT FOR PARTICIPATION BY MINORS

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

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

Parent/Guardian's Printed Name: \_\_\_\_\_