Desert Tortoise Council 2019 Introduction to Desert Tortoises and Field Techniques RELEASE OF LIABILITY AND NON-DISCLOSURE AGREEMENT

In consideration of receiving permission to participate in the activities of Desert Tortoise Council, Inc. (DTC), and to enter into public and private property as arranged by DTC, I am signing this Release of my own free volition and do hereby release, discharge and acquit DTC, its officers, employees, agents, and successors, and the owners of any property upon which I may enter pursuant to arrangements made by DTC, from and against any and all liability, claims, demands, judgments, harm, or damages to property or person I may suffer directly and /or indirectly, as a result of participating in said activities.

I agree to indemnify and hold harmless DTC, its officers, employees, agents and successors, from any liability, expenses, or damages I may suffer as a result of my actions while attending or traveling to or from any such activity, or as a result of any injuries or damages I or my property may suffer.

I understand that many of the activities in which I may participate with DTC are inherently risky and hazardous to my personal health and safety and that for privilege of being allowed to participate in such activities in areas closed to the general public, I voluntarily assume all the risks and hazards, whether or not specifically known and or associated with, entering man-made structures, including but not limited to, bumps, falls, exposure to poisonous insects and snakes, accidents resulting from rodent burrows, cacti, scratches or bites from insects and/or other invertebrates and animals. I understand that as a consequence of some or all of the previously mentioned risks, I may suffer broken bones, ruptured or otherwise injured internal organs, disfiguring physical injuries, incapacitating injuries such as psychological damage, neurological damage, brain damage, muscular damage, paralysis, blindness or death. I further understand such activities expose me to all such risks of injury and that these risks are the ordinary risks associated with a potentially hazardous recreational activity.

I agree to follow all rules and regulations, including those established by DTC and any property owner, governing my conduct while engaged in such activities.

I will not release or disclose any test information, in any form whatsoever, to any person or entity except as authorized by the Desert Tortoise Council.

This Release is binding on me until such time as I revoke this Release in writing by delivering a copy of the revocation to the attention of: Desert Tortoise Council; 4654 East Ave. S #257; Palmdale, CA 93552.

I am 18 years of age or over, I have read this form or had it read to me and I understand all of its terms. I am signing voluntarily and with full knowledge of its legal consequences and of its personal risks to me.

Participant's Signature (or signature of parent or legal gardian in participant if under 18 years of age):

DATE

Participant's printed Name:

YOU MAY NOT TAKE PART IN THE FIELD TRAINING UNLESS WE HAVE THIS FORM SIGNED AND DATED. YOU MUST PRESENT A SIGNED COPY AT CHECK IN. DO NOT MAIL IT IN.