

Please Read Carefully Before Signing!
Acknowledgment, Release, and Indemnification

The undersigned person (“**Participant**”) is being allowed by **Great Hollow Management, Inc.**, a Connecticut non-profit corporation (“**GHM**”) to participate in certain activities (the “**Activities**”) at Great Hollow Nature Preserve (the “**Preserve**”). Participant will be visiting the Preserve as a guest of or volunteer with GHM. In consideration for being given permission to enter the Preserve and participate in the Activities, Participant (acting through and/or with the consent of his/her legal guardian, if the Participant is a minor or the subject of a guardianship), agrees as follows:

1. **Activities**. I understand and agree that the Activities include my travel to and from the Preserve, and that this form is intended to cover all of my trips to the Preserve (if more than one). I agree to familiarize myself with, and comply with the terms of, any license, permit, lease, contract, or other agreement (either written or oral) under which I am being permitted to enter the Preserve and participate in the Activities (where that is applicable), or of any program or arrangement under which I will be participating in the Activities as a guest or volunteer of GHM (where that is applicable); I agree to restrict my use of the Preserve to the Activities which are permitted under such license, permit, lease, contract, agreement, program, or arrangement (as applicable), both as to the extent of the Activities and their timing, and I understand and agree that I will have no other right to enter the Preserve, now or in the future, until and unless I receive explicit written permission to do so from GHM.

2. **Dangers of Participation**. I fully recognize the dangers of participating in the Activities, and I voluntarily assume all risks associated with my participation in the Activities. I understand that the dangers that I may encounter in connection with the Activities include, by way of example only and without limitation: Hantavirus Pulmonary Syndrome, wild animals, slippery rocks and soils, boating accidents, vehicular accidents, steep cliffs, non-potable water, mold, snakes, yellow jackets, bees, mice and other rodents carrying certain diseases, harsh and quickly changing weather conditions, risks of landslides or other earth movement, poison ivy and oak, stinging nettles, ticks (and Lyme Disease or other illness resulting from tick bites), falling branches, unimproved roads, and other rugged land conditions. In addition, I acknowledge that the structures located at the Preserve were built prior to 1900 and may not be in compliance with local modern building codes and ADA requirements. The preserve is known to have abundant ticks that carry Lyme Disease and other communicable diseases. Each Participant understands that he or she must completely inspect themselves for ticks after every visit to the Preserve.

3. **Lack of Medical Care and Facilities**. I realize that, in participating in the Activities, there is a risk of my becoming seriously ill or injured in an area remote from medical care, and that GHM cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

4. **Rules of Participation**. I have familiarized myself with the rules applicable to use of the Preserve that are listed on **Schedule 1** attached hereto (which is incorporated herein by this reference), of which I have been given a copy to keep. I acknowledge that such rules apply to me in all cases, and I agree that I will comply with such rules, and with all instructions posted on signs at the Preserve, except to the extent (if any) that explicit written permission to deviate from such rules has been given to me by GHM.

5. **Health of Participant and Familiarity with Equipment**. I have been properly instructed in, and understand the use of, any equipment that I am to use in the Activities. I also realize that my participation in the Activities may require sustained strenuous physical activity, and I represent to and assure GHM that I am in good health, and am not aware of any physical or medical condition that might endanger me or any other participants in the Activities.

6. **No Representations or Warranties by or on Behalf of GHM.** I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given me regarding the condition of the Preserve, any facilities or equipment located on or at the Preserve, whether by GHM or any of GHM's employees, agents, representatives, volunteers, contractors, funders, donors, officers, and/or directors; and I agree, furthermore, that neither GHM nor any of GHM's employees, agents, representatives, volunteers, contractors, officers, and/or directors shall be liable for any alleged negligence pertaining thereto.

7. **Release of Claims and Agreement Not to Sue.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I hereby release GHM and all of GHM's employees, agents, representatives, volunteers, contractors, officers, and directors from any and all claims and liabilities of any kind or nature whatsoever for or with respect to, and I agree not to make a claim of any kind or nature whatsoever against, or sue or attach the property of any of such parties for or with respect to, any damage or injury to me or my property, or my death, arising from my participation in the Activities or during my presence on or travel to or from the Preserve, howsoever caused and whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by, GHM or any of GHM's employees, agents, representatives, volunteers, contractors, funders, donors, officers, and/or directors.

8. **Indemnification of GHM.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend GHM and all of GHM's employees, agents, representatives, volunteers, contractors, officers, and directors against, and to hold the same parties harmless of and from: (a) any and all claims and liabilities of any kind or nature whatsoever for injury or damage to me or my property, or for my death, arising from my participation in the Activities or during my presence on or travel to or from the Preserve, whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by GHM, or any of GHM's employees, agents, representatives, volunteers, contractors, funders, donors officers, and/or directors; and (b) any and all claims and liabilities of any kind or nature whatsoever for any injury or damage to any person or property, or for the death of any person, to the extent caused by me during my participation in the Activities, or during my presence on or travel to or from the Preserve.

The undersigned Participant acknowledges and agrees that he/she has carefully read this Acknowledgment, Release, and Indemnification, fully understands all of its contents, and their legal effect, and agrees that this Acknowledgment, Release, and Indemnification is contractually binding and is being signed by the undersigned Participant of his/her own free will.

Signature: _____ Date: _____
Printed Name: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
City: _____ State: _____ ZIP: _____
Emergency Contact: _____
Contact's Phone Number: _____

Consent and Signature of Parent or Guardian of a Minor
(If Participant is under 18 years of age):

As the parent or guardian of _____, the Participant described above in the foregoing Acknowledgment, Release, and Indemnification in favor of Great Hollow Management, Inc. ("GHM") with respect to taking part in activities on property owned by GHM at the Great Hollow Nature Preserve, I hereby acknowledge that I have read and understood such Acknowledgment, Release, and Indemnification, as well as the license, permit, lease, contract, or other agreement pursuant to which the Activities discussed therein are to be carried out (where that is applicable); and I hereby agree, individually and on behalf of my child or ward, to all of the terms of such Acknowledgment, Release, and Indemnification; and hereby give my permission to my child or ward to participate in the Activities which are referred to therein.

Signature: _____ Date: _____
Printed Name: _____ Email Address: _____
Address: _____
(street address – no PO Boxes)
City: _____ State: _____ ZIP: _____
Telephone Number: _____

Schedule 1
Rules for Use of the Great Hollow Nature Preserve

Parts of the Great Hollow Nature Preserve (the “Preserve”) are undeveloped, with few if any safety or communications facilities available to visitors. The Preserve is an ecological reserve, used for research, academic studies, and resource management. There are a wide array of plants and animals at the Preserve, some of which may not be found elsewhere and may be rare or unique, so the introduction of other animals, diseases, insects, plants, etc., could be extremely detrimental to the flora and fauna at the Preserve. The following rules have therefore been promulgated by GHM for the Preserve:

Prohibited Items. The following are not allowed to be brought onto the Preserve:

- (1) Animals or pets of any kind (including, but not limited to, cats and dogs, and companion or research animals);
- (2) Plants, seeds, cut flowers, or bulbs;
- (3) Previously used planters or pots (whether of clay, ceramic, plastic, or other material);
- (4) Firearms or other weapons;
- (5) Fireworks; or
- (6) Mountain bikes or other vehicles of any kind (motorized or non-motorized).

Restricted Activities:

1. No smoking or building of fires of any type is allowed at the Preserve for any reason, due to fire danger.
2. No cooking is allowed at the Preserve outside of designated facilities, although the consumption of previously prepared food and drinks is allowed at the Preserve, provided that all trash resulting from such activity is completely removed from the Preserve (and then disposed of properly elsewhere).
3. No camping is allowed anywhere at the Preserve, no sleeping bags or other camping equipment is allowed to be brought to or used at the Preserve, and no erection of any tents or other structures is allowed at the Preserve, whether they are temporary or otherwise.
4. No collecting, trapping, killing, harming or molestation of any animals at the Preserve, or any fish or other animals in any waters at the Preserve, is allowed.
5. No cutting down, injury, collection, or other disturbance of any trees or other plants or vegetation is allowed at the Preserve, whether or not the plants are living or dead.
6. No souvenirs or specimens of anything found at the Preserve may be collected, disturbed or taken from the Preserve, nor is any digging in any architectural remains located at the Preserve allowed.
7. No entry into buildings or other structures at the Preserve or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the Preserve is allowed.
8. Photography of plants, animals, and natural conditions in the Preserve for personal use is permitted, but no publishing or other use of the results of such photography, or of any other data of any kind collected at or from the Preserve, is allowed for commercial purposes, and all images made at or from the Preserve which are used or transmitted in a manner such that they can be downloaded or obtained by others must be used or transmitted with appropriate restrictions which prohibit the commercial use of the images.
9. No item(s) brought to the Preserve are allowed to be left at or adjoining the Preserve, including (but not limited to) garbage or food.

Without limiting anything in the foregoing rules and agreement, generally it is very important that all guests at the Preserve not leave any litter or other items behind when they exit the Preserve.