

ENTRY AND ACCESS LICENSE AGREEMENT

This Entry and Access License Agreement (the “Agreement”) is made between The Nature Conservancy (“TNC”), a District of Columbia non-profit corporation, having an address of 4245 North Fairfax Drive, Arlington, Virginia 22203-1606 and South Florida Water Management District, a government entity created pursuant to Chapter 373, Florida Statutes (“Licensee”), having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406.

RECITALS

- A. TNC is the owner of the real properties generally known as the Disney Wilderness Preserve (the “Preserve”) and depicted on the map attached hereto and made a part hereof as Attachment 1.
- B. Licensee desires permission from TNC to allow Licensee and the Licensee’s contractors to periodically enter upon the Preserve for the limited purposes of maintaining and monitoring South Florida Water Management District monitoring sites identified as “WR6”, “WR8”, “WR9”, “WR11”, “WR15”, “WR16, and “SFWMD weather station” (which includes wells POF-22, POS-11, POS-12, POS-13, and weather station WRWX) on the map attached hereto and made a part hereof as Attachment 2, and for monitoring, surveying, and photographing the vegetation and soil associated with and proximate to these sites (the “Monitoring Activity”).
- C. TNC is willing to grant, and Licensee is willing to accept, a license permitting access to the Preserve for the limited purposes and subject to the terms and conditions set forth herein.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TNC and Licensee hereby agree as follows:

- 1. License Granted. The Licensee has requested, and TNC hereby grants permission to Licensee personnel and designated contractors (defined below) to enter upon the Preserve from time to time for the limited purposes of conducting the Monitoring Activity.
- 2. Designated Contractors. Pickett and Associates and O.C. Reedy Associates, Inc. are hereby designated by Licensee as its initial contractors authorized to enter the Preserve and conduct

the Monitoring Activity on behalf of Licensee. Pickett and Associates, O.C. Reedy Associates, Inc., and any other contractor(s) later designated by Licensee as authorized to enter the Preserve (and any Licensee to the extent that the Licensee enters the Preserve to conduct the Monitoring Activity, unless the Licensee is self-insured) shall maintain in force a general liability policy of insurance insuring against claims for injury and property damage in the amount of at least \$1,000,000 endorsed to add TNC as an additional insured and shall provide evidence of such current insurance and additional insured endorsement to TNC prior to entry upon the Preserve. In addition, Licensee shall contractually require contractors to indemnify and hold harmless TNC from all liabilities, claims, damages, expenses or actions, as a result of any act or omission by the such contractor or its agents under this Agreement. In the event that Licensee elects to designate a different agent or additional agents to conduct the Monitoring Activity, Licensee shall notify TNC of the name of the new or additional agent, and the provisions in this paragraph regarding insurance shall apply to each new or additional agent.

3. Exercise of Right of Entry. Prior to each exercise of the right of entry granted herein, the contractors or the Licensee requesting entry shall:

- a. Follow the general and site-specific policies and procedures for the Preserve as described in Attachment 3. These policies and procedures are subject to change. TNC will provide the Licensees with updates as they become available. Unless otherwise requested by the Licensee or its contractor, and granted by TNC, Monitoring Activity on the Preserve shall be initiated and concluded between the hours of 8 a.m. and 5 p.m. Eastern Time, Monday through Friday (excluding holidays). TNC may require the Licensee or its contractor to reschedule entry onto the Preserve, if, in the reasonable judgment of TNC, (1) such entry would interfere with activities being conducted on the Preserve on the date proposed by the Licensee or (ii) conditions exist on the Preserve that might pose a hazard to the Licensee or its contractor. In the event that

TNC requires rescheduling pursuant to this paragraph, TNC shall notify the Licensee or the contractor requesting entry immediately upon cessation of TNC's activities or the hazardous conditions that prevent Licensee access to the Preserve. TNC shall cooperate with the Licensee and its contractor requesting entry to reschedule the requested entry as soon as possible after the originally proposed date.

- b. Unless otherwise approved by TNC, the Licensee or its contractor shall provide its own vehicles and shall only utilize the roadways, paths, or other routes within the Preserve that are designated by TNC as approved for access for the Monitoring Activity in Attachment 2.
4. Conduct of Monitoring Activity. The Licensee hereby represents and confirms to TNC that the Monitoring Activity will be conducted in a manner calculated to prevent any physical damage or destruction to the Preserve and the vegetation located thereon. The Licensee or its contractors shall not interfere with TNC's ongoing maintenance and restoration activities (*e.g.*, hydrological restoration, tree planting, and prescribed burning) and any interference by Licensee or its contractor shall result in immediate termination of Licensee's rights under this Agreement.
5. Collected Data. Licensee will provide copies to TNC of all reports prepared by Licensee or its contractor related to the Monitoring Activity at no cost to TNC.
6. Indemnity To the extent permitted by law, and provided the following provision neither constitutes a waiver of Licensee's sovereign immunity under Section 768.28, F.S. or extends the limits of liability or recovery under Section 768.28, the Licensee agrees to indemnify and hold harmless TNC, its agents, employees, and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorney's fees and costs and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any negligent act or omission by the Licensee or Licensee's employees under this Agreement.

The Licensee agrees to provide each person who is granted access to the Preserve as a result of this Agreement with a copy of the Agreement and a copy of the Preserve's Research Policies and Procedures which is attached as Attachment 3, and to require such person to comply with the terms therein and sign TNC's standard waiver and release, attached as Attachment 5. Nothing contained herein shall constitute a waiver of the Licensee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recover under Section 768.28, F.S. This provision shall survive the termination of this Agreement.

7. Fees. The site visits conducted by Licensee or their contractor will be subject to fees under TNC's Preserve Research Fee Schedule as described in Attachment 4.
8. Term. This Agreement shall not become effective until signed by all the Parties and will not extend beyond December 31, 2024.
9. Default. In the event that Licensee or its contractors fail to comply with or be in default of any term of this Agreement, then in addition to the termination rights reserved to TNC hereunder, TNC shall have the right (i) upon prior notice to Licensee, to immediately suspend the rights of access and entry provided herein until Licensee or its contractors take such action as is necessary, in the reasonable judgment of TNC, to return to compliance with or cure any default under the terms of this Agreement, or (ii) to pursue all remedies at law and equity. To the extent allowed by law, Licensee hereby waives the defenses of laches and estoppel with respect to any delay by TNC in acting to enforce any provision of or exercise any rights under this Agreement.
10. Notices. Except as specifically provided otherwise herein, all notices and other communication hereunder shall be in writing and shall be deemed fully given and received (i) when hand-delivered to the receiving Party's street address shown below; (ii) when sent by e-mail to one of the persons listed below; (iii) one (1) day after deposit with a national overnight courier address to the receiving Party's street address; or (iv) upon receipt of a certified return receipt,

following deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving Party at his mailing address, shown below.

If to TNC:

The Nature Conservancy
Attn: Beatriz Pace-Aldana, Research Coordinator
Disney Wilderness Preserve
2700 Scrub Jay Trail
Kissimmee FL 34759

E-mail: bpace-aldana@tnc.org

If to Licensee:

Director, Real Estate Division
South Florida Water Management District
3301 Gun Club Road
MS# 3710
West Palm Beach, FL 33406

Email: realestate@sfwmd.gov

11. Assignment. The Licensee shall not transfer or assign any rights, obligations or other interests in the license embodied in this Agreement to any other person or entity.
12. Litigation and Attorneys' Fees. In the event it shall be necessary for either Party to bring suit to enforce any provision hereof, each Party will bear its own costs, expenses and attorneys' fees in such litigation.
13. Governing Law and Binding Effect. The Agreement and the interpretation and enforcement of same shall be governed by, and construed in accordance with, the laws of the State of Florida. The captions and paragraph headings used herein are for descriptive purposes only and do not limit, define or enlarge the terms of this Agreement. Each of the recitals set forth at the beginning of this instrument, and any attachments referenced herein and attached hereto, are incorporated into this Agreement by reference.
14. Amendment. This Agreement shall be amended only by a written instrument executed by both Parties and shall not become effective and binding until executed by both Parties.

15. Effective Date. The effective date of this Agreement shall be the date upon which this Agreement is executed by the last signatory.
16. No Recordation. The Licensee shall not cause this Agreement, or notice of it, to be recorded in the public records.
17. Counterparts. This Agreement may be executed in counterparts by the Parties hereto and each counterpart shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the Parties hereto.
18. Name and Logo. The Licensee may not use the name or logo of TNC without prior written consent.

The remainder of this page left intentionally blank

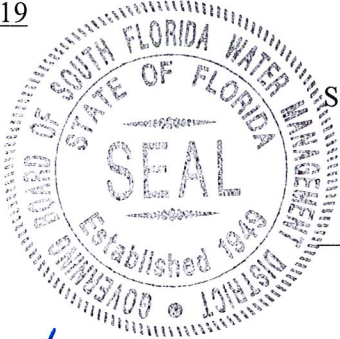
IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed on the dates set forth below.

THE NATURE CONSERVANCY

By: Temperance Morgan
Temperance Morgan, Executive Director, Florida

Date: 7/2/19

Legal Review: GR - 6/24/2019



Licensee
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS
GOVERNING BOARD

Chauncey P. Goss II
Chauncey P. Goss II, Chairman

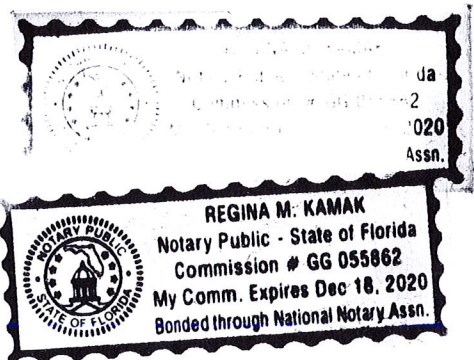
ATTEST:
By: Rosie Byrd
Rosie Byrd, Secretary/District Clerk

Legal Form Approved
Office of Counsel
By: 7-23-2019

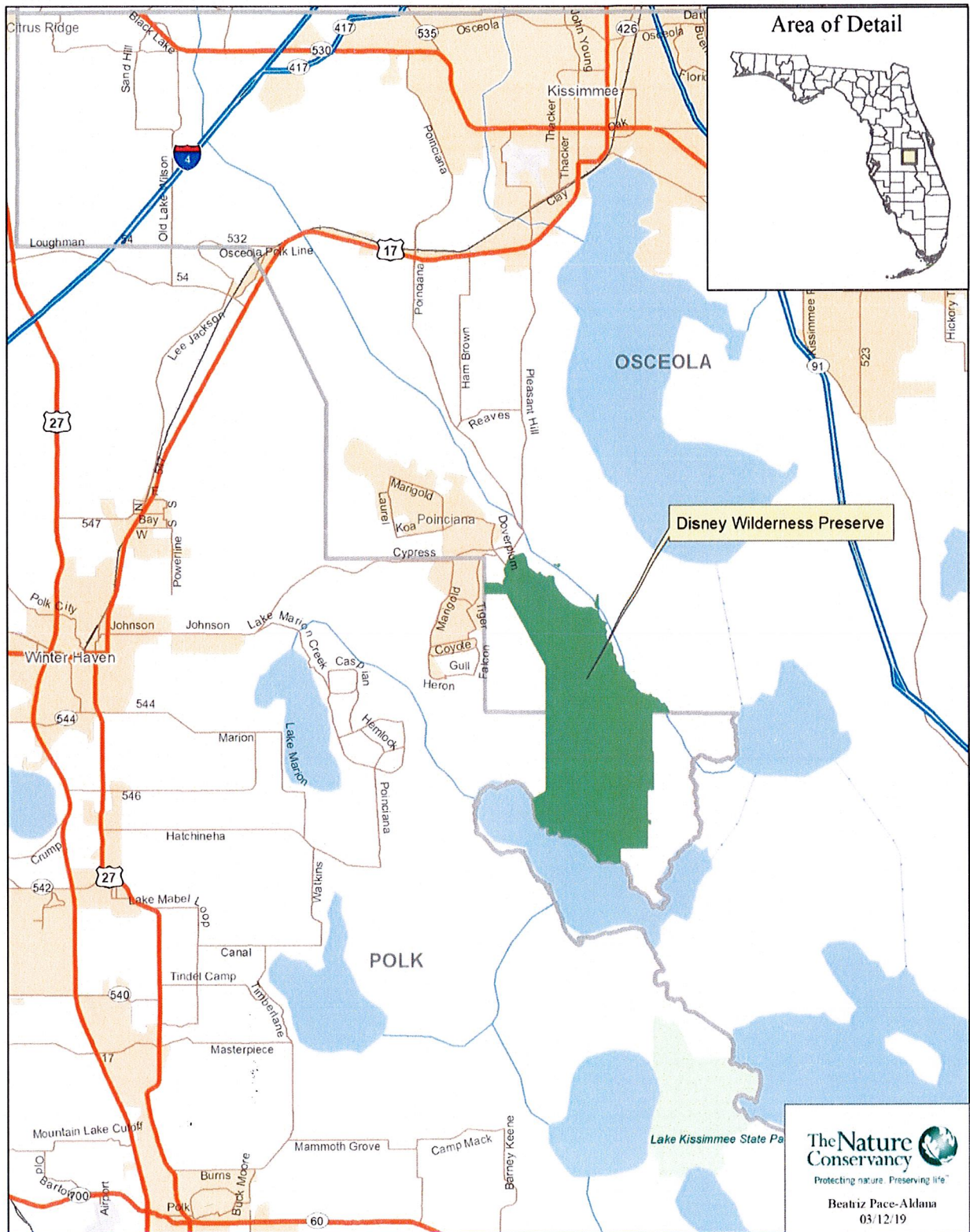
STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Chauncey P. Goss II and Rosie Byrd, Governing Board Chairman and District Clerk/Secretary, respectively, of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statutes, on behalf of the entity, who are personally known to me.

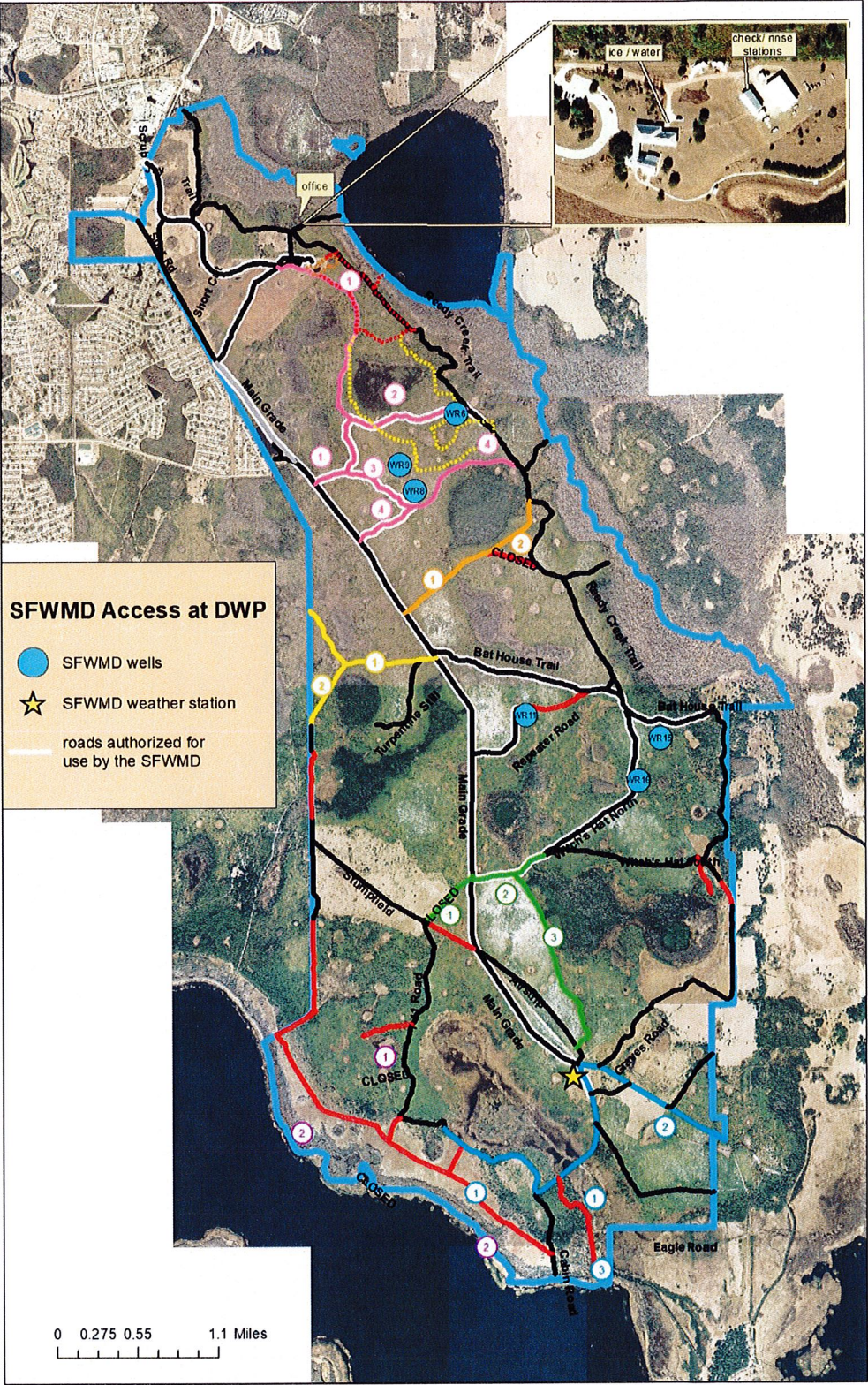
Regina M. Kamak
Notary Public
Regina M. Kamak
Print
My Commission Expires: Dec. 18, 2020



Attachment I. Location of the Disney Wilderness Preserve in Polk and Oseola Counties, Florida



Attachment 2. Access for STOPR Monitoring at the Disney Wilderness Preserve.





Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves

The Nature Conservancy is a science-based organization and supports scientific research use at its facilities that are compatible with stewardship management, education, and outreach activities. The policies and procedures outlined in this document are to be followed to conduct on-site research, sample collection, and data requests. These policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites.

REQUESTING RESEARCH USE

1. **Contact information.** If you are interested in utilizing any of The Nature Conservancy's (TNC) Florida preserve facilities for research or monitoring activities, please contact Beatriz Pace-Aldana, Research Coordinator, at bpace-aldana@tnc.org or at (407) 984-7983. This should be done before submitting any research applications.
2. **Research application.** A research/collection permit application and project description need to be completed and approved prior to starting a research project. Applications are obtained from the Research Coordinator.
3. **Student applicants.** Student research projects (College/University) require a faculty member to submit Research Applications and supporting paperwork. The faculty member will be responsible for all actions and fees of student research. Each student project requires a separate application.
4. **Other required permits.** All relevant permits (institutional, state, federal) need to be provided before an application can be reviewed.
5. **Liability waivers.** All individuals associated with research projects that plan to visit TNC facilities will need to submit a signed TNC liability waiver to the Research Coordinator.
6. **Fees.** A research use fee is applied to approved research activities. Please see Fee Schedule for more information.
7. **Plot markers.** For projects needing to use marking material such as PVC tape/flagging, each project is required to have its own unique marking pattern/color. The Research Coordinator maintains a list of currently reserved marking material. All marking material is to be removed once the research project/activity has been completed.
8. **Project ID.** Once an application has been approved, a project use permit ID will be assigned for each project.
9. **Change to permitted activities.** Requests for any change from permitted activities (e.g., study location, personnel, species of focus, sample collection, project timeline, impact to habitats/species/environment, etc.) must be submitted in writing to the Research Coordinator for review prior to enacting the change. Updates to institutional (IACUC), state and/or federal permits shall be provided to the Research Coordinator.

GENERAL ACCESS & USE OF PRESERVE FACILITIES

10. **Site orientation.** An initial site visit will be arranged with the Research Coordinator or preserve staff for orientation to site, staff, and facilities once project is approved. A resource packet will be also provided via email and will contain contact information, maps, and policies & procedures.
11. **Research visit notification.** Researchers are required to sign-in/out at the designated check station kiosk when visiting the following staffed preserve sites: Apalachicola Bluffs & Ravines Preserve, Blowing Rocks Preserve, Disney Wilderness Preserve, Tiger Creek Preserve. Researchers using these sites should also stop by the preserve office to notify operations staff on the day of their visit. Advance notice is not required.
 - a. **Non-staffed preserve.** A 24-hour notice of intent to visit via text or email is required. See site specific policy & procedures for contact information.
12. **Gate access.** Access to preserves will be either through a combination and/or key lock [see site specific requirements]. Entrance and internal gates should be left as found, unless otherwise stated in the site-specific policies and procedures.
13. **Vehicle Use.** Researchers must provide their own vehicles. Four-wheel drive is necessary and should be used when traveling preserves, except on entrance roads.
 - a. **Speed limits.** Speed limit is restricted to 15 miles an hour unless otherwise posted. Where there is standing water, reduce speeds to 5 mph or less to reduce road deterioration.
 - b. **Authorized roads and parking.** Where vehicles are permitted, visitors must restrict vehicle use to roads marked as authorized on preserve maps. Please do not drive vehicles along trails. Refer to site specific requirements for instructions on parking of vehicles along preserve roads.
 - c. **Leaving of vehicles overnight.** Vehicles needing to be left overnight at a preserve should be arranged with the Operations Coordinator. A designated location will be provided.
 - d. **Road obstructions and puddles.** Please report downed trees or other adverse road conditions to preserve staff as soon as possible. Do not drive around obstructions or puddles.
14. **Plots and other research infrastructure.** Placement of study plots, equipment, or associated structures must be approved by the Research Coordinator before establishment. Proposed locations of plots and equipment and the level of disturbance from the research activity will be evaluated to determine their proximity to wildlife protection zones, existing research areas, etc. The Research Coordinator will provide shapefiles of the areas to be avoided. Refer to site specific policies and procedures for more information.
15. **Mapping research locations.** Once research locations have been approved researchers shall provide GPS locations or shapefiles for installed plots, equipment locations, and/or active survey areas to the Research Coordinator.
16. **Historic artifacts.** Removal or disturbance of historic or cultural artifacts (e.g., arrowheads, pottery, etc.) is prohibited.
17. **Biosecurity.** Biosecurity is defined as practical steps that can be taken to minimize the spread of unwanted invasive species. The Nature Conservancy facilities follow these procedures for biosecurity:
 - a. **Introduction of species.** The introduction or use of non-native invasive species (NNIS) not found on specific preserves are prohibited without written approval from TNC.
 - b. **Rinsing of vehicles.** All vehicles and equipment must be thoroughly cleaned of all vegetative debris and soil prior to accessing TNC properties where rinse stations are

available. All equipment is subject to inspection by TNC staff prior to entry. Any equipment found to be deficient will not be allowed access. See site specific information for on-site rinse station availability. All vehicles, including ATVs, must be rinsed at the beginning of each visit at designated facilities before leaving the preserve entrance roads. See site specific information for locations of rinse areas.

- c. **Aquatic flora/fauna.** Aquatic flora/fauna must be removed from nets before they are moved between waters.
 - d. **Use of Aquatic Sampling Equipment.** All aquatic sampling equipment (nets, dredges, etc.) shall be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams, as well as before coming onsite.
 - e. **Use of Boats.** To reduce introduction of nonnative species into the lakes, ponds, and streams, non-Conservancy boats are prohibited from being brought on site unless an individual receives written permission from TNC. If permission has been granted, then the non-Conservancy boat will be required to be quarantined onsite for 30 days before using on lakes or ponds. The boat will also be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams.
18. **Fire management.** All uplands of our preserves are fire managed. Areas to be burned are determined at the beginning of the calendar year. The Conservancy will share its fire management schedule for the year. Researchers will be notified by email/txt/kiosk regarding when and where prescribed fires are being conducted on a given day. However, TNC cannot guarantee more than 24 hours' notice before a burn day, and in most cases, notification will occur the morning of the burn.
- a. TNC will make every effort to avoid damage or loss to research equipment; however, protection of research equipment is the responsibility of the researcher. TNC is not responsible or liable for damage or loss to research plots or equipment.
 - b. Researchers are not permitted on prescribed burns unless approved and coordinated with the burn boss of the fire.
19. **Annual Activity report.** At the end of each calendar year, the Research Coordinator will contact PIs for information on the types of data collected and results for inclusion in TNC's annual monitoring and research report.

SPECIMEN COLLECTION

20. **Collection for state repositories.** Specimen collection for state repositories (Universities, museums, agencies, NGOs) is allowed (requires application). All state and federal permit requirements do apply. The Conservancy's Research/Collection permit application must be submitted and approved before collection can occur.
21. **Private collection.** Private collection is prohibited.

DATA REQUESTS

22. **Data Utilization Agreement.** Completion of a Data Utilization Agreement is required before TNC data sets can be distributed.
23. **Sharing of TNC data.** The Nature Conservancy data sets that are used for research and in publications shall not be shared.

POST-PROJECT PROCEDURES

24. **Equipment removal.** Once a project or class activity has been completed, all plot markers and equipment must be removed unless otherwise agreed upon by The Nature Conservancy. A fee may

also be levied against a researcher if equipment/markings material is not removed by a specified time. Noncompliance could jeopardize future access to TNC sites.

25. **Equipment returns.** Any equipment, keys, or other items the property of TNC shall be returned at the end of project.
26. **Publication of research.** Publications resulting from the use of TNC facilities, samples, or data must acknowledge The Nature Conservancy. Researchers should notify the Research Coordinator when publications are available.
27. **Data repository uploads.** Researchers shall notify the Research Coordinator if data generated from their project is uploaded to an open public data repository.

Site-Specific Policies and Procedures for Research Use of The Nature Conservancy's Disney Wilderness Preserve

This document outlines policies and procedures that apply to the Disney Wilderness Preserve in addition to those in the document Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves. Both the general and these site-specific policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites

GENERAL ACCESS & USE OF PRESERVE FACILITIES

1. **Review document:** Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves.
2. **Preserve entrance gate:** 2700 Scrub Jay Trail, Poinciana, FL 34759.
 - a. **Business hours access.** The entrance gate is open Monday through Friday 9am to 5pm.
 - b. **Nonbusiness hours access.** For access during nonbusiness hours, researchers may use the combination lock labeled TNC2, which is only on the exit gate. The combination changes monthly; notifications of new lock combinations will be sent monthly via email or text to all researchers with active permits. Do not to bypass locks when locking the gate. Entrance & exit gates should be left as found when arriving or exiting the preserve.
3. **Research visit notification.** Researchers are required to sign-in/out at the check station kiosk located behind preserve admin offices (see preserve map for specific location).
4. **Vehicle Use.**
 - a. **Parking on preserve roads.** Please park along the edges of a road, allowing enough space for other vehicles to pass. If there is more than one vehicle, please park on the same side of the road.
 - b. **Road closures.** During the rainy season, prescribed fire or other management activity, there are often temporary road closures. Updated road maps will be posted at the check station kiosk as well as sent via email/text to all researchers with active permits.
 - c. **Interior gates.** Some preserve areas have interior gates without locks. Regardless if they are found open, always close these gates.
 - d. **Reporting of road conditions.** Report areas where your vehicle got stuck but you were able to get out without TNC staff assistance. This information will be used to update road maps with problem areas and to identify road improvement needs.
 - e. **Rinsing of vehicles.** Rinse all vehicles, including ATVs, at the beginning of each visit before leaving the paved entrance road or office/shop area. The vehicle washing station is located by the shop behind the office (See preserve map). Note: the water at the rinse station is rainwater and therefore not potable.
5. **Sensitive wildlife areas.** Research activity is restricted around Red-cockaded Woodpecker (RCW) cavity trees and Bald Eagle nest trees throughout the preserve.
 - a. **New research projects.** Survey areas, plots, and other research infrastructure must be placed at the following minimum distances: 100 meters away from RCW cavity trees and 200 meters from Bald Eagle nest trees. Trees for both species are marked with white bands around the trunk. Maps and shapefiles of these trees will be provided to aid in siting of new research areas.
 - b. **Listed species impact to research.** RCWs and eagles may create a new cavity or nest tree in an established research area. In these cases, research use of the areas may

continue; however, please adhere to the procedures below to minimize disruption to nesting, feeding of chicks, and fledging during the breeding season. Maps of active cavity/nest trees will be provided at the beginning of the breeding season for each species.

- i. Red-cockaded Woodpeckers.** During the breeding season (April 1–August 30), all researchers and vehicles must keep at least 100 meters away from active nest trees, which will be flagged for easy identification.
- ii. Bald Eagles.** During the eagle nesting season (October 1 – May 15), park vehicles at least 200 meters away from active nests and otherwise remain a minimum distance of 100 meters from the nest.

Attachment 4. Fee schedule.

The Nature Conservancy has established a fee schedule for resources and services to help recoup some of the operation & maintenance costs of these items. The research use fee is based on site visits/year. It is assessed against all approved research projects. Use of specific resources identified in the fee schedule are billed separately.

RESEARCH USE FEES

- Academic investigators
 - 0 days - no visitations, but wishes to maintain an active research project - \$50/year
 - 1-10 days/year - \$100/year
 - 11-25 days/year - \$250/year
 - 26-75 days/year - \$500/year
 - 76+ days/year - \$1000/year

- Agencies/NGO's
 - 0 days - no visitations, but wishes to maintain an active research project - \$25/year
 - 1-10 days/year - \$50/year
 - 11-25 days/year - \$150/year
 - 26-75 days/year - \$300/year
 - 76+ days/year - \$500/year

RESEARCH/MONITORING INFRASTRUCTURE FEES

- Fees for semi-permanent/permanent research infrastructure or plots will be negotiated on a case by case basis
- Monitoring wells - \$200/well establishment fee. Any rehab costs for site disturbance during installation is responsibility of permittee.

FACILITY USE FEES

- Shop use fee - \$25/day

SERVICE FEES

- Prescribed fire services - \$1,500/day. Planning and conducting Rx fire in support of research projects*. Fee may be reduced if qualified fire personnel are provided by researcher to supplement staff.
* Need for this service would be identified in research proposal.
- Heavy equipment services - \$25/hour. Heavy equipment (tractors, loader/backhoe) and operator*
* Need for this service would be identified in research proposal.

NOTES

- Projects needing to establish long-term use/access to a site may be assessed a different fee based on the level of use and impacts.
- Invoices for a project's total user days will be mailed out either at a project's completion or at the end of the calendar year, whichever comes first.
- Invoices for service and facility fees will be mailed out bi-monthly or at the completion of the project, whichever comes first.

- Investigators that have not visited their research site during the calendar year and want to maintain their project's active status will be charged the minimum use fee (fee based on their classification – academia or agency).
- Applicants that may have difficulty paying the research use fee can request a fee reduction or waiver when submitting their application. Fee reduction requests will be reviewed and evaluated based on project need, impact to site resources, and expected days of use.



**RELEASE OF LIABILITY
FOR RESEARCH ON FLORIDA TNC PRESERVES**

In consideration of receiving permission from The Nature Conservancy ("TNC") to participate in research on any property owned or managed by TNC, (individually and collectively referred to as the "Property"), I, the undersigned, state and agree as follows:

1. I agree to abide by the instructions given to me by the Preserve Steward, or other TNC staff, and set forth in the Research and Collection Guidelines for Land Managed by TNC, Florida Region.
2. I am in good health and I am aware of no physical problem or condition which will limit or interfere with my ability or the ability of children accompanying me to participate in the research under either predicted or emergency conditions. I also understand that medical attention may not be readily available.
3. I understand that the activities that I will be participating in may be inherently dangerous and/or involve strenuous physical activity. I agree that I and any children accompanying me are participating at our own risk, and acknowledge that TNC makes no warranty or representation, express or implied, regarding the condition or safety of the Property or any equipment to be used in the research activities.
4. I, for myself and for any children accompanying me, agree to waive and release TNC, its officers, directors and employees from any and all claims, liabilities, losses, damages, costs and expenses resulting from any injury to me and any children accompanying me or damage to my or their property arising out of my presence at the Property, travel to or from the Property, or our participation in the research. This waiver, however, is not intended to prevent me from claiming such benefits as may be afforded to me under TNC's Volunteer Liability Insurance Policy. I further agree to be responsible for any injuries or damage caused by my willful failure or the willful failure of any children accompanying me to follow instructions, reckless disregard for same or failure to act in a reasonably prudent manner, or because of any inaccurate statements I have made in this release.
5. I understand the contents of this release and I have discussed the release with the representatives set forth below.
6. If I am signing this Release as a parent or guardian or supervisor of a minor child, I acknowledge that I make this agreement individually and on behalf of the minor child to induce TNC to allow the minor child to participate in research activities.

Signature of Researcher Date _____

Signature of Parent/Guardian/Supervisor, if applicable Date _____

Print Name

Print Name

Acknowledgement of TNC Representatives

Date _____

Print Name