

**WAIVER AND RELEASE AGREEMENT**

I, \_\_\_\_\_, (hereinafter, the "Participant") acknowledge that as part of my participation in one or more of the Orange County Transportation Authority’s Wilderness Preserve Tours taking place on November 14, 2020 which may include equestrian activities, Participant will have the option to visit and tour the Trabuco Rose Preserve, Wren’s View Preserve, and/or Pacific Horizon Preserve properties, including travel to and from any staging area in and around the Trabuco Canyon area (hereinafter referred to as the “Activity”). The Activity may include, at Participant's sole option, equestrian activities utilizing animals provided and/or owned by the Participant.

I consent to participation in the Activity and acknowledge that I fully understand that my participation may involve risk of serious injury or death, including loss or injury to Participant and/or Participant's animals, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the properties and/or parcels or areas where the Activity is being conducted, and/or travel to and from the areas where the Activity is being conducted.

Knowing and understanding the risks involved with participation in the Activity, I hereby voluntarily and willingly assume full and complete responsibility for all losses and damages, including, but not limited to, injury, illness and death of Participant, injury, illness and death of Participant's animals, all of which may result from my participation in the Activity, including transportation to and from the Activity. I agree I am financially responsible for any losses and damages resulting from my participation in the Activity.

I certify that Participant is in good health and has no medical condition preventing safe participation in this Activity. I agree to use my personal medical insurance and consent to emergency medical treatment in the event such care is required. I hereby waive all claims or causes of action against the Orange County Transportation Authority, its officers, employees, elected officials and agents, as well as the owners of any property or parcel on which the Activity is to take place (collectively the “Released Parties”) and hereby release the Released Parties from all liability in connection therewith.

I have read this waiver and release agreement and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against the Released Parties is knowingly given up in return for allowing participation in the Activity. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators and assigns.

**Photo Release.** I authorize the Orange County Transportation Authority to, without charge, take and use video and photographs of the Participant to publicize the Orange County Transportation Authority’s recreational programs and for advertisement or other related purposes, and I consent to the use of the Participant's likeness, name, voice, and words for such purposes.

**Applicable if Participant(s) is a Minor.** I am the parent/legal guardian of the Participant, and I hereby execute this waiver and release agreement on his or her behalf.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant (or of Parent/Guardian if Participant is a minor)

\_\_\_\_\_  
Name of Participant (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Parent/Guardian of Participant if Participant is a minor

\_\_\_\_\_  
Email Address/Emergency Contact Phone Number