



THE NATURE CONSERVANCY
MASHOMACK PRESERVE 2024 PARENTAL CONSENT and WAIVER OF LIABILITY

Child's Name:	Age:	Grade Level (Fall '24):
Address:	City/Zip:	
Parent/Guardian 1 Name:	Parent/Guardian 2 Name:	
P1 Primary Phone:	P2 Primary Phone:	
P1 Email:	P2 Email:	

Additional Emergency Contacts:

Name:	Relationship:	Phone:

Allergies:

Is your child known to be allergic to anything? Yes _____ No _____
<i>If yes, please describe, including the severity of the response and any control methods used:</i>

Will anyone other than the parent/guardian pick up the minor at the end of the Activities? If so, list the person below authorized. The authorized person must be over 18 years of age and present photo ID:
Name: _____ Phone: _____
Personal ID Number: _____

Location of Environmental Explorers Program (EE):
 Mashomack Preserve, 79 South Ferry Rd, Shelter Island, Suffolk County, NY, USA

Date of EE Program (CIRCLE ONE): July 8-11, 2024 -OR- August 12-15, 2024

Description of EE Program:

General: The Environmental Explorers ("EE") Program is a program of The Nature Conservancy ("TNC") conducted at the Conservancy's Mashomack Preserve ("Preserve").

EE Program activities, may include, but are not limited to, walking or hiking on uneven and slippery terrain, encountering wild animals, playing active games, participating in activities in or near water, climbing in and out of small boats, kayaking or canoeing.

The Preserve is located one hour away from hospital facilities.

EE Program participants must follow the behavior expectations and safety rules and TNC reserves the right to dismiss any child whose behavior in its judgment interferes with the rights and safety of others or consistently disrupts group dynamics and/or activities. In such cases no refunds will be given.

Outdoor Sun & Bugs: Outdoor exploration is an integral part of the EE Program and participants may be exposed to sun, ticks and insects. Some ticks may transmit disease and it the parent or guardian's responsibility to do a thorough body check of the child daily on their child's return home and to remove any ticks that may become attached. If a tick is found on a child during the course of the day while at the program, approved removal techniques will be used, and parents will be notified. It is the parent's responsibility to apply sunscreen and insect repellent to their child prior to bringing them to the EE program. TNC staff may assist participants with the application of touch-less sunscreen, insect repellent and/or topical anti-itch cream, if necessary, during the course of the EE program day.

Safety and Risk Management: TNC staff members make every effort to conduct safe programs, to orient and support children, and to inform families of inherent risks. Some activities involve risks that children do not routinely encounter at home. As a result of participating in the activities, participants may encounter bees, ticks, and other insects, poison ivy, rough water or wind conditions, excess heat, and quickly changing weather conditions. Other risks known and unknown may be inherent in program activities. Safety and risk management are essential elements of all the activities in the EE Program, but it is neither possible to foresee every contingency nor to eliminate all risk while participating in these activities.

Transportation: Transportation, if necessary, will be provided in a TNC owned vehicle driven by a licensed TNC employee.

Water Related Activities: The EE Program includes activities in, on or near water and may include climbing in and out of small watercraft, kayaking or canoeing. TNC will conduct safety briefings and personal flotation devices (PFDs) will be provided. Risks related to these activities in, on or near waterbodies or during the use of watercraft may involve degree of swimming proficiency and exertion, water movement, collisions, water temperature (including hypothermia), tides, exposure, watercraft operation, equipment failure, and rescue efforts.

Audio/Visual Images:

The Nature Conservancy may use images and video recordings of children and staff participating in programs as a way of documenting the enjoyable and educational experiences they have while exploring the natural world.

In consideration for receiving permission from The Nature Conservancy to participate in the Environmental Explorers Program described above, I agree and accept the following:

1. I declare that my child is in sufficient and appropriate physical and mental condition to participate in the EE Program and that my child does not have any type of injury, illness, or allergy that could manifest or worsen as a result of participation.
2. I understand the security risks, type of activities, methods of transportation and the nature of the terrain and/or bodies of water that may be encountered during the EE Program in which my child will be participating and that my child is capable of safely undertaking this EE Program.
3. I understand all of the risks involved in taking this EE Program and agree to take all reasonable precautions and follow any safety instruction to avoid injury to my child, belongings, and others as well as damage to property of third parties.
4. I am engaging in the EE Program at my own risk, and acknowledge that TNC makes no warranties or representations, express or implied, regarding the condition or safety of the terrain, the means of transportation used, or the equipment provided by TNC during the EE Program.

5. I agree that my child may go into only those areas authorized by TNC, to comply with all TNC rules as well as instructions from TNC and any contractors with respect to the EE Program.
6. I have sufficient insurance with coverage for any emergency or medical situation that may arise as a result of my child's participation in the EE Program. I acknowledge that I am responsible for the costs of accident and/or health insurance. I understand that TNC shall not be responsible for the applicability or coverage of my insurance and, furthermore, TNC shall not be responsible for providing any insurance on my behalf.
7. In the event that my child is unable to consent to medical treatment, I hereby authorize any medical treatment when, in the opinion of TNC personnel, there is an emergency situation which makes such treatment reasonable, prudent or necessary.
8. I grant TNC and /or their contractors permission to take photographs and video recordings of my child associated with the EE Program and to display, publish or otherwise use any photographs, video recording, or any other media associated with the EE program, including any media which contains my image or likeness, for TNC's purposes. I also consent to the use of my child's name in connection with such images. I release, indemnify and hold harmless The Nature 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 child's image and name, including, without limitation, claims of privacy. My and my child's heirs, executors, administrators, and assigns shall be bound by this consent and release.

9. COVID-19 ACKNOWLEDGEMENT AND WAIVER

- a. I acknowledge that COVID-19 is a highly contagious disease, is the source of a global pandemic, that information about COVID-19 is rapidly changing, and at this time there is no readily available or consistent treatment or cure for COVID-19.
- b. I acknowledge that my child may be exposed to COVID-19 or other illnesses by participating in the EE Program, and I assume the risk of exposure to COVID-19 or other illnesses and waive all claims against the Conservancy with respect to exposure to COVID-19 or other illnesses.
- c. I acknowledge that if my child develops COVID-19 symptoms while participating in the EE Program or tests positive for COVID-19, TNC may notify those with whom my child has been in contact and government officials, as appropriate.
- d. I agree to comply with Executive Orders, directives and related guidance issued in relation to the COVID-19 pandemic ("COVID-19 Requirements"). I also agree to follow relevant CDC and state department of health guidelines on COVID-19 and adopt all appropriate safeguards to ensure my safety and the safety of any third parties with whom I come into contact in the context of the EE Program ("COVID-19 Safety Measures"). If I am concerned at any point that my child is not able to participate in the EE Program in a manner that is compliant with COVID-19 Requirements and COVID-19 Safety Measures, I agree to notify The Nature Conservancy immediately.
- e. I understand that I can obtain further information about COVID-19 at [cdc.gov/coronavirus/](https://www.cdc.gov/coronavirus/) and <https://www.health.ny.gov/>.
- f. I agree to comply with COVID-19 protocols and directions provided to me by TNC representatives. I acknowledge and agree that The Nature Conservancy makes no representation or warranty that by following such protocols or directions from TNC that I will be protected from exposure to COVID-19.

10. RELEASE AND WAIVER

AFTER HAVING READ, UNDERSTOOD AND ACCEPTED THE PROVISIONS OF THIS WAIVER OF LIABILITY, and in consideration on behalf of my child, I hereby state my intention to assume all responsibility and all risks involved with the EE Program and to forever RELEASE, DISCHARGE and INDEMNIFY The Nature Conservancy from any and all liability to the maximum extent allowed by law. I further understand that I am giving up substantial rights and that I do so freely and voluntarily, without any coercion. My legal representatives, administrators and/or heirs are bound by my consent. 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.

WAIVER, RELEASE AND ASSUMPTION OF RISK: In consideration for my child's ability to participate in the Mashomack Environmental Explorers Program,, I, acting on my own behalf and on behalf of my child and any successors, heirs, representatives and assigns, hereby to the fullest extent of applicable law:

- (i) assume all risks associated with all activities of the Mashomack Environmental Explorers Program, and
- (ii) release, forever discharge and hold harmless TNC and its directors, officers, employees, contractors and agents (each, a "Released Party") from, and covenant not to sue any of the foregoing in connection with, any and all claims, causes of action, demands, damages, liabilities, losses, expenses or injuries (including death) ("Losses") arising from or in connection with, directly or indirectly, any and all Mashomack Environmental Explorers Program, activities.

The foregoing assumption of risk and release expressly includes all Losses that I may have, suffer or incur and that are caused by the active or passive negligence of any Released Party. However, as to a Released Party, the assumption of risk and release excludes Losses I may have, suffer or incur to the extent such Losses are caused by the intentional or willful misconduct of such Released Party. I AGREE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, I AM RELEASING AND DISCHARGING EACH RELEASED PARTY FOR THE CONSEQUENCES OF ITS NEGLIGENCE, EVEN IF SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.

I shall save, defend, indemnify, and hold harmless the Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my child's participation in the Mashomack Environmental Explorers Program, including both claims arising during the course of Mashomack Environmental Explorers Program, or after its completion even if such claims may be groundless, false or fraudulent.

PARENTAL CONSENT FOR PARTICIPATION BY MINORS:

I am the parent or legal guardian of _____, _____(age) who has my permission to participate in the Environmental Explorers Program described above. I make all of the representations and agree to all of the terms specified above with respect to participation in these activities:

Parent Signature: _____

Printed Name: _____

Date:_____

Guardian Signature: _____

Printed Name: _____

Date:_____

ADDITIONAL INFORMATION

CHILD'S NAME _____

SHIRT SIZE (circle one) YS YM YL S M L XL

Does your child have any particular needs which may impact his/her environmental education program experience? Yes _____ No _____
<i>If yes, please describe and let us know what reasonable accommodations we can make to ensure that their experience at Mashomack is enjoyable:</i>