## **Attachment 2 - WAIVER**

Name of Grantee or designee (Please print):	("Grantee")
READ CAREFULLY AND COMPLETELY	
By Signing this Waiver and Release I Understand and Agree To the Following:	

- 1. I understand that visiting District property for the purpose [describe study here] (the "Property") is a voluntary act on my part and that I am voluntarily participating in this activity.
- 2. By participating in this activity, I assume certain risks and I hereby waive certain rights.

## ASSUMPTION OF RISK

Grantee understands and has been informed that there are numerous general safety hazards on the Property, including but not limited to dangerous and/or poisonous wildlife, abrupt changes in weather, steep drop-offs, unmaintained roads and paths, falling hazards, and trip and fall hazards. Grantee understands that activities in and around the closed areas of District property expose Grantee to the risk of serious injury.

## HOLD HARMLESS/WAIVER OF LIABILITY

Grantee understands that he/she may incur personal injury, death, or property damage in the course of visiting the Premises, caused by the presence of a variety of physical hazards both natural and man-made. Injury or death may result from an accident or from the intentional misconduct of a third person. For the Midpeninsula Regional Open Space District (District) to allow the Grantee to participate in the activity, Grantee hereby accepts and expressly assumes all risk of such injury or death. Grantee agrees to hold harmless, release and discharge the District, its officers, employees and servants from all liability arising out of, or in connection with Grantee's participation in the above described activity, including travel, even liability arising from the district's negligence. For the purposes of this agreement, liability means all claims, demands, losses, expenses (including attorneys' fees), causes of action, suits, or judgments of any and every kind that Grantee, and his/her heirs, executors, administrators or assignees may have against the District, or that any other person or entity may have against the District, because of any death, personal injury or illness, or because of any loss of or damage to Grantee's property, that occurs during the above described activity and that results from any cause including the District's negligence.

I have read the above and understand its terms. I execute it voluntarily and with full knowledge of its significance.	
Signature (Grantee)	Date
IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:	
Name	Telephone