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MIDPENINSULA REGIONAL OPEN SPACE DISTRICT GEOCACHING PROGRAM PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

As a voluntary participant in the Midpeninsula Regional Open Space District's (District) Geocaching Program, you are responsible for reading this PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY. **Your participation in the Geocaching Program is an acknowledgement that you understand and accept the conditions of this PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY.** In the event the District considers your conduct inconsistent with the District's mission, policies, or guidelines, the District, in its sole discretion, may terminate your participation in this program.

1. I agree to comply with District Basic Policy and Land Use Ordinances pertaining to use of District lands.
2. I agree to adhere to the procedures set out in the Geocaching Guidelines.
3. I understand that my participation may be terminated at any time at the sole discretion of the District.
4. I understand and accept this PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY by participating in the District's Geocaching Program.

PARTICIPANTS UNDER THE AGE OF 18

If you are under 18 years of age, your parent or guardian is required to read this PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY. Your parent or guardian is responsible for your actions while you are participating in geocaching activities on District lands.

5. I understand that if I am under the age of 18, my parent or guardian must read this PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY and is responsible for my actions on District lands.

SAFETY

Recreating on open space preserves involves possible exposure to such hazards as rugged/uneven terrain, poison oak, ticks, rattlesnakes, and other wildlife. These potential risks are a natural part of open space and as a geocacher you must be aware of, and be willing to accept these risks. In addition to the elements of the natural world, geocaching involves seeking physical (often metal or plastic) containers (geocaches) that may possibly contain small items for trade, which have been camouflaged to blend into the natural environment. While the District attempts to ensure that geocache containers and any possible contents are safe for handling and not placed in such a way as to cause harm to persons or their property, the District assumes no responsibility or liability for any possible injury incurred with this activity.

As a District visitor, your safety as well as the safety of others must be your highest priority. While geocaching within the preserves, you are responsible for your actions with respect to the property, safety, and well being of all others involved in your actions. You may not alter, or place any unsafe objects within, the geocache containers.

6. I understand that geocaching may involve a variety of physical hazards including, but not limited to, exposure to ticks, rattlesnakes, and poison oak; rugged/uneven terrain; and various other natural or human-caused hazards. I am aware that in geocaching I may incur personal injury and/or damage to my personal property.
7. I agree to assume responsibility for, and indemnify the District for any injury to any person, or damage to their property, caused by me while I am participating in the Geocaching Program.

PHOTO RELEASE

The District encourages you to take photographs of your geocaching experiences as part of this program and upload them to the corresponding District managed geocache page/log at geocaching.com. The District may use these photographs in future publications or other materials.

8. Agreement: I understand and agree to the District's use of photographs I have uploaded to District managed geocache pages for District publications, presentations, and/or other media-related purposes.

RELEASE OF LIABILITY

As part of the District's risk management practices, this RELEASE OF LIABILITY serves to protect the District and its taxpayers from potential lawsuits.

9. Agreement: I hereby release the District, its officers, employees, and agents from any claims, lawsuits, or actions I, my heirs, or legal representatives may have for any personal injury and/or property damage I may incur as a result of my program participation.

BY PARTICIPATING IN THE GEOCACHING PROGRAM, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY.