

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 May 31, 2014, June 7, 2014, August 9, 2014, and August 16, 2014, which may include equestrian activities, I will have the option to visit and tour the Ferber Ranch property, 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 losses, including loss or injury to 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 I am in good health and have no medical condition preventing my 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.

Date

Signature

Printed Name

Address

Email Address/Emergency Contact Phone Number