

## 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 (OCTA) Wilderness Preserve Tours taking place on November 5, 2022 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. As it relates to the current Coronavirus/COVID-19 pandemic, I hereby acknowledge the contagious nature of the Coronavirus/COVID-19 and that the Centers for Disease Control (CDC) and many other public health authorities still recommend practicing social distancing and other cautionary measures and that the OCTA has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that OCTA cannot guarantee that the I will not become infected with the Coronavirus/COVID-19 by taking part in the Activity. I understand the risk of becoming exposed to and/or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, OCTA staff, contractors, and other participants and their families.

I understand that I am voluntarily participating in the Activity and acknowledge that by doing so that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures and applicable health orders to reduce the spread while participating in the Activity.

I attest that:

1. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
2. I have not traveled internationally within the last fourteen (14) days.
3. I have not traveled to a highly impacted area within the United States of America within in the last fourteen (14) days.
4. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
5. I have not been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by state or local health authorities.

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6. I am following all CDC recommended guidelines and all applicable state and local health orders in order to limit my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold OCTA, its officers, employees, contractors, 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") harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act on the part of the Released Parties, or that may otherwise arise in any way in connection with any participation in the Activity. I understand that this waiver/release discharges the Released Parties, from any liability or claim that I, my heirs, or any personal representative may have against the Released Parties with respect to any bodily injury, illness, death, medical treatment, including but not limited to anything related to Coronavirus/COVID-19, or property damage that may arise from, or in any way be connected to my participation in the Activity.

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