

## **THE BLACK CANYON AUDUBON SOCIETY CHRISTMAS BIRD COUNT EVENT PARTICIPATION WAIVER OF LIABILITY**

In consideration for receiving permission from the Black Canyon Audubon Society ("BCAS") to participate in the **Christmas Bird Count** event, I affirm that my participation is my own choice and agree to the terms in this Waiver of Liability as follows:

**Assumption of Risks:** I understand that birdwatching involves certain inherent risks, including but not limited to, trips, slips, falls, encounters with wildlife and insects, exposure to varying weather conditions, traveling by automobile, and an inherent risk of exposure to communicable diseases such as COVID-19. I am aware that there may be uneven terrain and natural obstacles during these birdwatching events. I understand the dangers involved in taking this field trip/event in remote locations and agree to take all reasonable precautions to avoid injury to myself and others and damage to property in connection with my activities. I am engaging in the field trips/event at my own risk, and acknowledge BCAS makes no warranties or representations, express or implied, regarding the condition or safety of the terrain or the equipment provided by BCAS for the purposes of the field trips/event or any other purpose.

**Health and Medical Conditions:** I affirm that myself and any of my attending children are physically able to participate in this birdwatching event and do not have any medical conditions or disabilities that might affect their safety during the event. In case of any changes to my or their health status, I will inform the event organizers promptly.

**Waiver of Liability:** In consideration of me and my children being permitted to participate in the birdwatching event, I, on behalf of myself, my children, and our heirs, executors, administrators, and assigns, hereby forever release, indemnify and hold harmless BCAS, its officers, directors, contractors, and volunteers from any and all claims, liabilities, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my children during the event or arising from or in any way related to my or my children's participation in the event. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery.

**Photo Release:** I recognize that photographs and/or video recordings may be taken during this event. By signing this waiver, I grant BCAS full permission to use any photographs and/or video recordings of this event that contain my likeness for any purpose of promotion of BCAS and related activities. I also consent to the use of my name in connection with such images. If I do not wish to have my photo used, I agree to notify the BCAS event leader.

**Duration of Waiver & Acknowledgment:**

This waiver is valid for all activities during the **Christmas Bird Count** event, which takes place from **December 14, 2025 to January 15, 2026**. I understand that I assume all risks during this period and release BCAS from all liability.

By signing below, I acknowledge that I have thoroughly read and understand this form, and that the statements that I have made in it are all true and that 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.

Participant's Signature: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_

Phone number: \_\_\_\_\_

**PARENTAL CONSENT FOR PARTICIPATION BY MINORS**

I am the parent or legal guardian of \_\_\_\_\_ and \_\_\_\_\_, who have my permission to participate in the field trips described above. I make all of the representations and agree to all of the terms specified above with respect to my children's or ward's participation in these activities.

Parent/Guardian's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_