

THE BLACK CANYON AUDUBON SOCIETY TRIP/EVENT PARTICIPATION WAIVER OF LIABILITY

In consideration for receiving permission from the Black Canyon Audubon Society ("BCAS") to participate in a BCAS birdwatching field trip/event, I affirm that my participation is my own choice and agree 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 trip/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 trip 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 events, 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.

Acknowledgment:

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 _____, who has my permission to participate in the field trip described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Parent/Guardian's Signature: _____

Printed Name: _____

Date: _____