

San Diego Audubon Society
Participant Waiver of Liability Relating to Coronavirus/COVID-19

In consideration of the opportunity to explore and enjoy San Diego Audubon Society's ("SDAS") outdoor birding programs, I hereby acknowledge and agree to the following terms, conditions and required code of conduct (the "Agreement") on behalf of myself and on behalf of any child or ward of which I am a guardian or parent:

1. **ACKNOWLEDGEMENT REGARDING COVID-19/CORONAVIRUS:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, including potentially life-long medical conditions the individual did not previously have or worsening of chronic medical conditions the individual has. Evidence has also shown that contracting COVID-19 can also lead to the death of the individual that contracts COVID-19. SDAS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while engaging in our activities. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to participate, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
2. **ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself, or if I am a parent or guardian, I assume and accept the risk that my child or ward may contract COVID-19, when participating in SDAS events and activities. Enjoying SDAS activities is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to be on the premises or in order for my child or ward to be on the premises. I acknowledge the risk of contracting the virus that causes covid-19 associated with these activities. I hereby acknowledge that my visit is done with full knowledge and disclosure of the risks and dangers associated with such activities.
3. **COMPLIANCE WITH SDAS GUIDANCE.** I agree to comply with any rules regarding participation in general and specific to covid-19, including, but not limited to, the additional rules noted below. I acknowledge that it is a Participant or guardian's responsibility to consult with a physician before participating in strenuous activities. I represent and warrant that I or those I am a guardian or parent for are sufficiently healthy and physically able to engage in physical activities associated. Neither I nor my child or ward will participate for a period of fourteen (14) days if I, they, or someone in my home is sick or has been exposed to someone who is sick.
4. **WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against SDAS and its past and present owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the SDAS activities or related to my child or ward's participation. I further hereby forever release and waive my right to bring suit against any and all SDAS vendors that are providing services or

goods to SDAS in connection with exposure, infection, and/or spread of COVID-19 related to my participation or my child or ward's participation (collectively all parties released in this paragraph, the "Releasees"). I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child or ward may have to seek damages, whether known or unknown, foreseen or unforeseen. It is my express intent that this Waiver of Liability bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

5. **CHOICE OF LAW/FORUM/SEVERABILITY:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the SDAS, the Releasees and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in San Diego County, California and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that I have read and understand this Waiver of Liability Relating to Coronavirus/COVID-19, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by SDAS. I knowingly and voluntarily agree to the terms and conditions stated above. I freely and knowingly assume the risk and waive my rights concerning liability on behalf of myself and on behalf of my child or ward as described above.

Printed Name of Participant: _____

Signature: _____ Date: _____

If participant is under age 18, a parent or legal guardian must sign: I am the parent or legal guardian of the participant. I have read this release and waiver of liability agreement and agree to its terms.

Printed Name of Parent or Legal Guardian: _____

Signature: _____ Date: _____

COVID-19 CONDUCT REQUIREMENTS FOR PARTICIPANTS

- 1) Participants will not participate in SDAS activities if they have a cough, temperature of more than 100 degrees, sore throat, shortness of breath, chills, unexplained muscle pain, congestion or runny nose, nausea or vomiting, headache, new loss of taste or smell, diarrhea, or any other symptom related to COVID-19. Note that the symptoms listed are those described by the CDC here, but do not include all possible symptoms: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- 2) Participants agree to review all the then-currently listed symptoms at the above-linked website or other website maintained by the Centers of Disease Control and Prevention (“CDC”) and will not enter SDAS properties if they have any of those symptoms then listed or described by the CDC.
- 3) Participants will wear masks when passing /within six feet of other Participants (other than family/household members).
- 4) Participants should not engage in unnecessary physical contact like shaking hands etc., unless you are members of the same household.
- 5) Participants shall not congregate or participate in group activities (solo Participants only or members of the same household).
- 6) Participants must maintain a minimum six-foot distance from one another (other than family/household members).
- 7) Participants should wash hands when possible or use hand sanitizer.

Please keep in mind requirements may be revised as the County modifies its Health Order. Participants will be notified if and when that happens. Please contact your property managers with any questions or concerns.