

**San Diego Audubon Society
Release and Waiver of Liability Agreement**

Activity: _____ Date: _____

San Diego Audubon Society (“SDAS”) thanks you for your willingness to volunteer for this Activity. Before we can allow you to take part, you must read and sign this Release and Waiver of Liability (“Release”). If you are under the age of 18, your parent or guardian must also read the Release and sign on your behalf. By signing this Release, you are waiving all present and future claims against SDAS, except for claims arising out of gross negligence or intentional misconduct of SDAS.

I hereby acknowledge that I have voluntarily applied to participate in this Activity and that there are risks associated with it which may be known or unknown. During this Activity, I will be working outside with exposure to the elements. I will be bending, pulling, pushing, and lifting such things as plants and rocks, and walking on trails and other surfaces which may be slippery, uneven, steep, partially obstructed by vegetation, rocks, or other structures. I may come into contact with plants, which may cause rashes or other reactions, and insects and other animals, including poisonous snakes, which may bite or sting. I understand that as a result of the known and unknown risks associated with this Activity, I may experience damage to my property, physical injuries, bodily harm, allergic reactions, illness, or death.

By signing below, I agree (i) to accept all risks associated with this Activity, both known and unknown; (ii) to take full responsibility for my own actions, safety, and welfare; and (iii) to conduct myself in a manner that will not endanger me or other participants. I will use any tools available during this Activity (such as, but not limited to, trowels, shovels, hoes, and clippers) only if I am familiar with the proper use of the tool and I am capable of safely using it. I acknowledge that SDAS may take photographs/video of participants during this Activity and any photograph taken of me may be used by SDAS for purposes of marketing, promotion, and publicity in newsletters, newspapers, magazines, press releases, brochures, grant proposals, websites, electronic publications and other written or electronic materials without compensation to me.

I hereby confirm that I am physically fit for this Activity, and agree that if my physical condition changes so that it is not safe for me to continue the Activity, I will cease participation and arrange for any care or assistance I may need. I acknowledge that neither SDAS nor its liability insurance will pay for any medical care that I may seek or require.

In consideration of the right to participate in this Activity, I, on behalf of myself, my heirs, executors, legal representatives, successors, and assigns, hereby release, discharge, hold harmless and indemnify SDAS, its officers, directors, agents, employees, contractors, and volunteers, from any and all rights and claims for injury, loss, expenses, or damage resulting from my participation in the Activity. I intend this release to apply to all claims, regardless of whether founded in whole or in part on any negligent act or omission of any released party. I intend this Release to be as broad and inclusive as is permitted by the law of the State of California, and if any portion of this Release is held invalid, I agree that the balance shall continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

Printed Name of Participant: _____

Email Address: _____

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: _____