



## Fresno Audubon Bird Survey Acknowledgment of Participant Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in Fresno Audubon Society (FAS) bird surveys (Surveys), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in the Surveys and cannot be eliminated without destroying the unique character of the Surveys. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the elements, weather conditions and other hazards of travel, and FAS has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventures like these Surveys, and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that at these Surveys there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. I also understand that my picture may be taken during the Surveys, and my image may be made part of FAS social media pages, as well as web pages, informational emails and newsletters. If I do not wish to have my likeness used, I will opt out on the sign-up sheet prior to the start of the Surveys.

The Surveys will take place monthly or more frequently on a day and date of my choosing. By signing this waiver, I am assuming responsibility for the risks inherent in each and every survey I conduct for FAS, and am releasing FAS from liability for each survey as well.

**PLEASE NOTE THAT EVEN THOUGH YOU SIGN THIS WAIVER ONE TIME, YOU ARE WAIVING AND RELEASING LIABILITY FOR EACH AND EVERY SURVEY YOU CONDUCT FOR FRESNO AUDUBON SOCIETY.**

In consideration for my acceptance as a participant in these Surveys, I confirm my understanding that:

- I have read rules and conditions applicable to the Surveys (if any) made available to me and I acknowledge my participation is at the discretion of the leader.
- The Survey officially begins and ends at the Survey location(s). The Survey does not include carpooling, transportation, or transit to and from the Survey location(s), and I am personally responsible for all risks associated with this travel.
- This Agreement is intended to be as broad and inclusive as is permitted by California law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by California law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Fresno Audubon Society, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of FAS, its officers, directors, employees, agents, and leaders, in any way connected with this Event. I further agree to HOLD HARMLESS FAS, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Surveys.

I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Surveys. I will signify my consent to this Agreement by signing the Sign-Up Sheet provided by FAS. If I am a minor, I acknowledge that I must have an accompanying adult consent to this waiver and release on my behalf.

Any person accompanied by a minor (any person under the age of 18 years), will also sign signifying consent to this Agreement on behalf of the minor(s) and provide the minor's name and age.