

**RELEASE OF LIABILITY & USE OF IMAGE
BY PARENT/GUARDIAN OF CHILD PARTICIPANT IN CALIFORNIA**

Child's Name: _____
Program: _____

Date of Birth: _____
Site: Richardson Bay
Audubon

Date of Participation: _____

As the parent and/or legal guardian of the child named above, I wish for my child to participate in the National Audubon Society, Inc. ("Audubon") program identified above (the "Program"), which may include in-the-classroom and outdoor field trip experiences. I understand that there are possible dangers associated with the Program, including, but not limited to: insect bites or stings, access to the bay, poison oak, thorny plants, uneven terrain, slippery rocks, unstable bluffs, falling rocks, misuse of hand tools and other natural hazards related to being in the outdoors. I understand that my child's participation in the Program may involve sustained physical activity. My child is in good health and I am aware of no physical problem or condition that will limit or interfere with my child's ability to participate in the Program.

I agree that Audubon may use, reproduce, display, make derivative works and distribute any materials my child creates while participating in the Program ("Artwork"), or any parts thereof, in any and all media, including on the Audubon website and in Audubon magazine, and permit Audubon to use the Artwork in connection with fundraising appeals. Audubon's license to use the Artwork shall be perpetual, royalty-free and non-exclusive.

I agree that my child is participating in the activity at my own risk, and acknowledge that Audubon has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

I agree and understand that recordings, which may include my child's image, appearance, voice, name and/or biographical material ("My Child's Likeness") may be made and/or produced at the Program. I hereby give Audubon permission to use, reproduce, duplicate, broadcast and distribute My Child's Likeness, in any and all media, including but not limited to the Internet, whether now known or hereafter devised, in perpetuity. I agree that I have no claim for compensation, that My Child's Likeness may be used in commercial or advertising materials, that My Child's Likeness may be edited at Audubon's sole discretion, and that I waive any right to inspect or approve the finished version.

I expressly release and hold harmless Audubon, its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands or causes of action which I have or may have for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of My Child's Likeness (or any part thereof) or (ii) on account of any loss, damage or injury to person or property suffered or incurred by my child, except by Audubon's negligence, in connection with any aspect of my child's participation in the Program or in any Program-related activity, including any transportation arranged by, paid for or provided by Audubon.

I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

This release shall be binding upon me and my heirs, next of kin, executors, administrators and assigns. By signing below, I acknowledge that I have thoroughly read and understand this form and that the statements I have made are all true.

Parent/Guardian Signature: _____
Print Name: _____
Address: _____

Date: _____

Emergency Contact Information:

Name: _____
Phone Number: _____