

**RELEASE OF LIABILITY & USE OF IMAGE
BY AN ADULT PARTICIPANT IN CALIFORNIA**

Program: _____ Site: _____
Program Leader(s): _____ Date of Participation: _____

In consideration of my participation in the National Audubon Society, Inc. (“Audubon”) program identified above (the “Program”), I state and agree as follows:

I agree and understand that recordings, which may include my image, appearance, voice, name and/or biographical material (“My Likeness”) may be made and/or produced at the Program. I hereby give Audubon permission to use, reproduce, duplicate, broadcast, sublicense, and distribute My 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 Likeness may be used in commercial or advertising materials, that My Likeness may be edited at Audubon’s sole discretion, and that I waive any right to inspect or approve the finished version.

I agree that Audubon may use, reproduce, display, make derivative works, sublicense, and distribute any materials I create 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 to follow the instruction of the Program Leader(s). I have been instructed in and understand the use of equipment I am to use. I understand that there are possible dangers associated with the Program, including, but not limited to, _____.

I understand that my participation in the Program may involve sustained strenuous physical activity. I am in good health and am aware of no physical problem or condition that will limit or interfere with my ability to participate in the Program.

I understand that while governmental and public health authorities are loosening restrictions, COVID-19 is still present in our communities and participating in the Program may put me at risk of coming into contact with someone infected with COVID-19. Audubon continues to take necessary precautions to reduce COVID spread, but no public activity can be 100 percent safe. We ask anyone who is feeling unwell or who has had contact with someone diagnosed with COVID-19 to not participate in the Program until the risk for infection has passed. Unvaccinated persons should continue to wear masks and maintain social distancing, especially when indoors. Program leaders may still require participants to wear masks and/or maintain social distancing during the Program regardless of vaccine status. By participating in the Program, you accept the risk that you may be injured or come into contact with pathogens, including the COVID-19 virus.

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

Accordingly, I expressly release and hold harmless Audubon and its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands, actions and causes of action whatsoever for any loss, damage or injury to person or to property suffered or incurred by me in connection with the Program or any aspect of it, including, but not limited to, 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.

Participant Information:

Participant's Name (print)

Participant's Name (sign)

Date

Emergency Contact Information:

Emergency Contact Name

Emergency Contact Phone Number