

**Santa Clara Valley Audubon Society (“SCVAS”)
Liability and Publicity Release**

Name of Event: _____

Event Leader: _____ Event Date: _____

By signing below, and in exchange for the opportunity to participate in the above SCVAS event (“Event”), I hereby agree to the terms of this Release. I represent that I am at least 18 years old and, if I am accompanying a participant who is a minor (under 18 years old), I am that participant’s parent/legal guardian, and agree to this Release on behalf of that participant, as well as myself.

I acknowledge that this Event may include strenuous physical activity, potentially hazardous trail conditions, exposure to plants, wildlife or pathogens (e.g., poison oak, ticks, rattlesnakes or viruses) that may cause illness, allergic reactions or other harm, and other risks. I represent that I am in good physical condition; I know of no reason why it would be unsafe for me to participate in the Event; I agree to act in a safe and responsible manner at all times; and I agree to supervise any minor participant(s), if any, on whose behalf I am signing this Release.

TO THE FULLEST EXTENT ALLOWED BY LAW, I ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER KNOWN OR UNKNOWN, AND I AGREE TO RELEASE SCVAS, ITS DIRECTORS, EMPLOYEES, VOLUNTEERS AND AGENTS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND LIABILITY FOR ANY INJURY, EXPENSE, OR OTHER DAMAGES WHICH I MIGHT SUSTAIN AS A RESULT OF MY PARTICIPATION IN THE EVENT, REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE.

Without limiting the foregoing, I agree that SCVAS will not be held responsible for any loss, damage or theft of property, or for personal injury, illness or death resulting from my participation in any activities related to the Event, including carpooling during the Event, or any travel to or from the Event. I understand that I must rely on my own insurance in the event I sustain any injury or damage during this activity.

Publicity Release: Except as indicated below, I hereby give my consent to SCVAS and its agents and licensees to use, without additional compensation, my likeness and/or voice in any photo, video or audio recording of the Event for marketing and promotional purposes, including but not limited to use in SCVAS websites, newsletters, mailings and other materials.

I have read this Release and understand and agree to its contents. If I am the parent/legal guardian of a participant under age 18, I understand that I must sign this Release on that participant’s behalf.

