

**Plumas Audubon Society (“PAS”)
Grebe Festival | August 24-26, 2018
Chester | Lake Almanor**

Release and Waiver of Liability Agreement by Adult Participant

Before we can allow you to take part in the Lake Almanor Grebe Festival activities, you must read and agree to this Release and Waiver of Liability (“Release”). By agreeing to this Release, you are waiving all present and future claims against PAS, except for claims arising out of gross negligence or intentional misconduct.

I hereby acknowledge that I have voluntarily applied to participate in one or more field trips or other programs offered as part of the Lake Almanor Grebe Festival (the “Activities”) and that there are risks associated with the Activities which may be known or unknown. By way of example, I may be exposed to strenuous physical activity, hazardous conditions (such as inclement weather, uneven or slippery terrain, poisonous plants, insects, or snakes), vehicular accidents while traveling to field trip destinations, among other risks. I understand that the Activities may be in remote locations in California where emergency medical care may not be readily available. I understand that as a result of the known and unknown risks associated with the Activities, I may experience damage to my property, physical injuries, bodily harm, illness, or death. By signing below, I agree

- (i) to accept all risks associated with the Activities, 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 equipment available during the Activities only if I am familiar with the proper use of the equipment and I am capable of safely using it. I hereby confirm that I am physically fit for the Activities I have selected, and agree that if my physical condition changes so that it is not safe for me to continue an activity, I will cease participation and arrange for any care or assistance I may need. I acknowledge that neither PAS nor its liability insurance will pay for any medical care that I may seek or require.

I acknowledge that PAS may take photographs or video recordings (“Photos”) of participants during the Activities and any Photos taken of me may be used in perpetuity by PAS 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 notice or compensation to me.

In consideration of the right to participate in the Lake Almanor Grebe Festival, I, on behalf of myself, my heirs, executors, legal representatives, successors, and assigns, hereby release, discharge, and hold harmless PAS, its officers, directors, agents, employees, and volunteers, from any and all losses, rights and claims for injury, loss, expenses, or damage resulting from my participation in any of the Activities, including, but not limited to, any transportation arranged by, paid for, or provided by PAS, and/or the use of any Photos of me. 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 expressly waive all rights under California Civil Code Section 1542 which provides 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.”

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

Participant Name

Participant Signature

Date