



## Liability Waiver and Use of Image

Participant's Name \_\_\_\_\_

Program \_\_\_\_\_ Date(s) \_\_\_\_\_

I wish, or, if the participant named above is a child, then I hereby give permission for my child, to participate in the Denver 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, contact with allergenic plants, stinging insects, and wildlife such as venomous snakes, as well as possible personal injury for participating in the Program and transporting to field trip sites. I understand that my or my child's (as applicable) participation in the Program may involve sustained physical activity. I am, or my child is (as applicable), in good health and I am aware of no physical problem or condition that will limit or interfere with my or my child's (as applicable) ability to participate in the Program. If a personal injury occurs during participation in the Program, I hereby authorize Denver Audubon, its employees, or adult volunteers, to seek and consent to emergency medical attention for me or my child (as applicable) and I further agree to be liable for and to pay all costs incurred in connection with such medical attention.

I understand that transportation to and from activities that are part of the Program may be provided by private vehicle or walking. In the event that private transportation is used, Denver Audubon has no responsibility for the conduct of the driver/vehicle and has no responsibility for ensuring that the driver of the vehicle has accurate and adequate insurance and/or license. In the event that private transportation is used to transport participants, I am willing, or I give permission for my child (as applicable), to ride in any vehicle designated by Denver Audubon, its employees and adult volunteers, while participating in the Program.

**Communicable Diseases: An inherent risk of exposure to communicable diseases, including without limitation COVID-19, exists in any public place where people are present. Such contagious diseases could lead to severe illness and death and transmission and severity depend on a significant number of variables that are outside of the control of Denver Audubon, including without limitation, age of the participant and underlying medical conditions. By participating in the Program, or giving permission to your child to participate in the Program, you voluntarily assume all risks related to exposure to such communicable diseases.**

I agree that I am participating, or that I am giving permission for my child to participate, in the Program at my or my child's own risk, and acknowledge that Denver Audubon has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

**I expressly release Denver Audubon, its officers, directors, employees, agents, licensees, partners, sponsors, contractors, successors, and assigns from and for any and all claims, demands or causes of action, either at law or in equity, and whether known or unknown, which I have or may have (i) for libel, defamation, invasion of privacy or right of publicity arising from Denver Audubon's use of my appearance, name, likeness, voice and biographical information, including but not limited to, the distribution, broadcast or exhibition thereof or (ii) on account of any loss, damage, or injury to person (including death) or property suffered or incurred by me or my child (as applicable) in connection with any aspect of participation in the Program or in any Program-related activity, except as a direct result of Denver Audubon's gross negligence.**

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 agree and consent to all of the above.

**If signing on behalf of a child participating in the Program, you hereby represent that you are the parent or legal guardian of such child.**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ **(Initial Here)** I also hereby grant permission to Denver Audubon to reproduce my or my child's (as applicable) appearance, likeness, and voice in connection with the Program in any and all manners, including promotional materials, and any and all media, including the Internet and social media, throughout the world and in perpetuity.