

Winter Raptor Survey

Participant /Volunteer Release and Waiver of Liability

Print Participant/Volunteer Name Above

Address

Assumption of Risk: The participant identified below understands that (1) I am a volunteer for the Winter Raptor Survey (WRS) and not for East Cascades Audubon Society (ECAS) and (2) traveling to and from and participating in a WRS activity carries with it various risks. Some – but not all – of these risks include:

- Risk of personal injury or death or damage to or loss or theft of property, whether from accidents, criminal activity, exertion, animals, terrain, location or any other cause;
- Absence or delay of rescue and medical facilities and expertise;
- Negligence of anyone arranging, planning, and conducting the activity.

In consideration of being allowed to participate in these activities, I voluntarily assume all risks associated with participating in the activities – from any cause whatsoever – even if caused by the negligence of ECAS or WRS or someone considered to be acting on behalf of ECAS or WRS.

Waiver and Release: By signing this waiver, I release from liability, indemnify, and hold ECAS and WRS harmless, as well as trip leaders, volunteers, directors, sponsors, and/or anyone else acting on behalf of ECAS or WRS, from any and all claims, causes of action, damages, costs, and expenses resulting from injury to me or my property, or claims against me by others, that arise directly or indirectly out of my participation in a WRS activity. I understand that this waiver of liability applies to all claims, including claims of negligence, but does not apply to claims of intentional misconduct.

Insurance and Medical Care: I understand that ECAS, the sponsor of WRS, and WRS do not provide any health, medical, or disability insurance for participants in WRS activities. I authorize WRS and/or anyone acting on its behalf to obtain any medical care they deem necessary in the event of an emergency and agree that I am responsible for the cost of that medical care. If driving, I certify that I have a valid driver's license and that I have liability insurance in effect that complies with minimum motor vehicle insurance requirements.

For Volunteers: I understand that I will receive no compensation or benefits for participating in the volunteer activity, and I also understand that neither ECAS, as sponsor of WRS, nor WRS provides workers' compensation, health, medical or disability insurance for volunteers.

Jurisdiction and Severability: I understand that this release and waiver of liability is governed by Oregon law, and I agree that exclusive jurisdiction over claims will be in Oregon State Courts, with venue in Deschutes County, Oregon. I also agree that if any part of this release and waiver of liability is determined to be unenforceable, the other provisions of this release and waiver of liability will remain in force.

Binding Nature of Release and Waiver of Liability: I agree that this release and waiver of liability is binding on my heirs, successors, assigns and personal representatives. I also agree that this release and waiver of liability is binding until ECAS and WRS receive written statements that I no longer agree to its terms.

I have read this release and waiver of liability and I am aware that by signing it, I am waiving certain legal rights which I and/or my child may have against ECAS, WRS or anyone acting on behalf of ECAS or WRS, including claims for negligence. If I am signing as a parent or guardian, I acknowledge that I make this agreement on behalf of my minor child.

Signature: _____

If driving, State/Driver's License #

Date: _____

If signing on behalf of a minor:

Print Name of Minor Above

Specify Relationship to Minor