

**RELEASE OF LIABILITY & USE OF IMAGE
BY PARENT/GUARDIAN OF CHILD
DURING COVID-19 EPIDEMIC**

Child's Name:	_____	Date of Birth:	_____
Program:	_____	Site:	_____
Date of Participation:	_____		

Your child has been invited to participate in the National Audubon Society, Inc.'s ("Audubon") program named above (the "Program"), which may include in-the-classroom and outdoor field trip experiences. Please read the following and sign below if you approve your child's participation in the Program as described.

You 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 your child 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 your child may be injured or come into contact with pathogens, including the COVID-19 virus.

1. Your child's participation in the Program may involve sustained physical activity, including walking, climbing, jumping, bending, reaching, lifting light objects, and touching or handling wildlife and natural objects.

Please mark as appropriate:
_____ My child is in good health and I am aware of no physical problem or condition that will limit or interfere with my child's ability to participate in the Program.
_____ My child requires the following accommodation or assistance to participate in the Program: _____ _____

You agree that your child is participating in the activity at your own risk, and acknowledge that Audubon has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

2. Your child may produce artwork while participating in the Program. You agree that Audubon may use, reproduce, display, make derivative works, and distribute any materials your child creates while participating in the Program ("Artwork"), in any and all media, and in printed publications, and agree that Audubon may use the Artwork in connection with fundraising appeals. Audubon's license to use the Artwork shall be perpetual, royalty-free and non-exclusive.

3. Your child may be photographed, videotaped or recorded during the Program ("Recordings"). You agree and understand that these Recordings, which may include your child's image, appearance, voice, name and/or biographical material, may be made and/or produced at the Program. You hereby give Audubon permission to use, reproduce, edit, duplicate, broadcast and distribute such Recordings, in any and all media, whether now known or hereafter devised, in perpetuity.

Accordingly, you expressly release and hold harmless Audubon, its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands or causes of action which you have or may have for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of Recordings or (ii) on account for any loss, damage or injury to person or property suffered or incurred by you or your child, except by Audubon's gross negligence, in connection with any aspect of your child's participation in the Program or in any Program-related activity, including 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 you and your heirs, next of kin, executors, administrators and assigns. By signing below, you acknowledge that you have thoroughly read and understand this form and that the statements you have made are all true.

If you have any questions, please feel free to contact _____ at _____.

Parent/Guardian Signature: _____

Print Name: _____

Address: _____

Date: _____

Emergency Contact Information:

Name: _____

Phone Number: _____