

**RELEASE OF LIABILITY & USE OF IMAGE  
BY PARENT/GUARDIAN OF CHILD PARTICIPANT**

Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Program: Nature Tots Site: Trinity River  
\_\_\_\_\_ Audubon Center  
Date of \_\_\_\_\_ Participation:

As the parent and/or legal guardian of the child named above, I wish for my child to participate in National Audubon Society, Inc.'s ("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, biting or stinging insects, poison ivy, cold or hot weather. I understand that my child's participation in the Program may involve sustained physical activity. 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 activity.

I agree that Audubon may use, reproduce, display, make derivative works and distribute any materials my child creates while participating in the Program ("Artwork"), or any parts thereof, in any and all media, including on the Audubon website and in Audubon magazine, and permit Audubon to use the Artwork in connection with fundraising appeals. Audubon's license to use the Artwork shall be perpetual, royalty-free and non-exclusive.

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

I agree and understand that recordings, which may include my child's image, appearance, voice, name and/or biographical material ("My Child's Likeness") may be made and/or produced at the Program. I hereby give Audubon permission to use, reproduce, duplicate, broadcast and distribute My Child's Likeness, in any and all media, including but not limited to the Internet, whether now known or hereafter devised, in perpetuity. I agree that I have no claim for compensation, that My Child's Likeness may be used in commercial or advertising materials, that My Child's Likeness may be edited at Audubon's sole discretion, and that I waive any right to inspect or approve the finished version.

**I 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 I have or may have for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of My Child's Likeness (or any part thereof) or (ii) on account of any loss, damage or injury to person or property suffered or incurred by my child, except by Audubon's negligence, in connection with any aspect of my child's participation in the Program or in any Program-related activity, including any transportation arranged by, paid for or provided by Audubon.**

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 that the statements I have made are all true.

Parent/Guardian Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**Emergency Contact Information:**

Name: \_\_\_\_\_

For All States Except California

Phone Number: \_\_\_\_\_