

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

Child's Name: _____ Date of Birth: _____
Program: _____ 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 and/or stinging insects, animals, adverse weather conditions, uneven terrain, etc. 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.

During the COVID-19 epidemic, Audubon's primary concern is the health and safety of staff, volunteers, and visitors to our offices, centers and sanctuaries. To avoid exposure to the COVID-19 virus, the Centers for Disease, Control and Prevention (CDC) recommends that you avoid close contact with people, except those who live with you; stay home if you are sick; wear cloth face coverings in public; wash your hands frequently; avoid touching your face; cover your cough or sneeze with a tissue that you can then immediately throw away; and clean and disinfect frequently touched surfaces.

At our properties, Audubon is providing hand wash soap, hand sanitizer, [and tissues] for your use, and has increased its cleaning of frequently touched surfaces such as doorknobs and interactive exhibits. We ask anyone who is feeling unwell or who has had contact with someone diagnosed with COVID-19 to stay at home until the risk for infection has passed. However, no public activity can be 100 percent safe. By participating in the Program, you accept the risk that you may come into contact with pathogens, including the COVID-19 virus. Older adults and people of any age with severe underlying medical conditions may be at higher risk for developing serious complications from COVID-19. If you are in an elevated risk category, please consider volunteering at a later date when it is safer to do so.

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: _____

Phone Number: _____