

SOUTHEAST ARIZONA BIRDING FESTIVAL: Participation Waiver

1. I am aware that my choice to participate in the Southeast Arizona Birding Festival may place myself in potentially dangerous or risky situations, including but not limited to the following: forces of nature, injuries that may be associated with walking in uneven rugged terrain, exposure to plants, animals, insects, effluent in river beds and traveling by automobile.
2. 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 Tucson Bird Alliance, including without limitation, age of the participant and underlying medical conditions. By participating in the Southeast Arizona Birding Festival, or giving permission to your child to participate in the Southeast Arizona Birding Festival, you voluntarily assume all risks related to exposure to such communicable diseases.
3. I affirm that my participation is my own choice and I assume full responsibility for such dangers and risks, and I expressly release and will hold harmless Tucson Bird Alliance staff, volunteers, contractors, subcontractors, and Board of Directors from any and all liability, actions, causes of action, debts, claims or demands which may arise from participation in this program. I agree to indemnify and hold harmless the Tucson Audubon Society for all special expenses incurred in connection with any injury or danger suffered by me.
4. I recognize that photographs, video recordings, and promotional materials will be taken during the Southeast Arizona Birding Festival. I agree to grant the Tucson Bird Alliance full permission to use any photographs and/or video recordings of the Southeast Arizona Birding Festival that contain my likeness for any purpose whatsoever.
5. I acknowledge that this Agreement is the entire agreement between Tucson Bird Alliance and me, and that this Agreement cannot be modified or changed in any way by representations or statements of Tucson Bird Alliance or by me.
6. I hereby declare that I have read and fully understand the terms and conditions of this Agreement and that, by clicking "I Agree" on the festival registration form, constitutes a release and assumption of risk by me, and shall be binding on my heirs, executors, and administrators.