

2009 Young Birders' Conference

San Diego, California, June 21 - 27, 2009



American Birding®
ASSOCIATION

PARENTAL WAIVER AND RELEASE

As a condition and partial consideration for participating in the American Birding Association Young Birders' Conference event (hereinafter referred to as the "Event"), the participant and the undersigned parent or legal guardian, hereby agree to abide by the following terms and conditions.

1. The participant and the parent or legal guardian agree to abide by the published rules of the Event.
2. The parent or legal guardian also acknowledges that he/she is liable and responsible for any and all damage caused by the above-named participant during the Event.
3. The parent or legal guardian recognizes and acknowledges that the Event inherently involves some risk of harm and that any person participating in such activity, or any ancillary activity, or who is present in the general area in which such activities are being conducted, is in danger of suffering bodily injury and property damage. ON BEHALF OF THE PARTICIPANT, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HEREBY ASSUMES THE RISK OF ALL SUCH INJURIES WHICH MIGHT BE SUSTAINED AS A RESULT OF, OR IN CONNECTION WITH, THE EVENT.
4. The parent or legal guardian agrees not to sue, seek to hold liable, or make any claim against the American Birding Association, their officers, employees, agents, and volunteers, for any reason, including, but not limited to, any claim for damages, costs, expenses, loss of services, attorneys' fees, or any other causes of action, either at law or in equity, arising out of, or resulting from, the Event, regardless of whether any such claim for damages, costs, expenses, loss of services, attorneys' fees, or any other causes of action, either at law or in equity, involves property damage, personal injury, or wrongful death, and regardless of any fault of the American Birding Association, their officers, employees, agents, and volunteers.
5. The parent or legal guardian further agrees to indemnify, save, and hold harmless the American Birding Association, their officers, employees, agents, and volunteers, from and against any injury, damage, loss, or cost caused by any act or omission, negligence or otherwise, including any costs and attorney's fees incurred thereby, arising out of, or resulting from, the Event, and including any claims made by or on behalf of, the participant at any time as a result of any claimed injury or damage suffered during, or on account of, the Event.
6. It is expressly understood and agreed that this waiver and release is intended, and shall be read, to be as broad and inclusive as permitted by law, and that if any portion of this waiver and release is held invalid, the remaining provisions shall continue in full force and effect.
7. Periodically, the American Birding Association (ABA) uses photos of and statements made by participants in ABA programs for newsletter, fund raising efforts, brochures, and articles about the ABA. All photos and statements are used with reasonable judgment for purposes directly relating to operating the ABA. I give the ABA permission to utilize participant photos or statements for the purposes mentioned above.

I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE.

Parent/Guardian Signature

Date

Participant Signature

Date



STATEMENT OF RESPONSIBILITY

I am familiar with the program outlined and the general nature of activities planned for the participants during the American Birding Association (ABA) 2009 Young Birder Conference. To my knowledge, he/she is capable of a strenuous, day-long activity or hike. I recognize that certain unavoidable hazards and risks are an inherent part of backcountry travel and birding. I understand the ABA staff will do what they can to minimize risk and to ensure a safe enrollment for all participants. At the same time, he/she is expected to abide by rules of the ABA, to observe standards of conduct as established by staff and chaperones, and to accept responsibility for his/her own actions. I understand the risks involved and certify that he/she has adequate health/accident insurance coverage for his/her camp experience. I give permission for him/her to enroll in the ABA's 2009 Young Birders' Conference and I authorize medical treatment for him/her in the event of an emergency when I cannot be reached. I give permission for authorized ABA personnel to administer to my minor: acetaminophen, ibuprofen, aspirin, and other over the counter medications to treat headaches, sore throats, upset stomachs, and other minor illnesses. If any of the above boxes are unchecked, I do not give permission for my minor to be treated with that medication.

I HAVE READ AND UNDERSTAND THIS STATEMENT OF RESPONSIBILITY.

Parent/Guardian Signature

Date

Participant Signature

Date

