

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

The Applicant (undersigned) hereby agrees to assume all liability and risk of loss in connections with the scheduled event or activity, and the Applicant hereby releases the Garden City Bird Sanctuary, its members of the Board of Directors, officers, employees, agents, servants, successors, assigns, enumerated volunteers, representatives, activity holders and sponsors of, and from all manner of, any liability, causes of action (personal injury or otherwise), suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or equity, which the Applicant, his/her successors, assigns, heirs, executors and/or administrators ever had, now have, or hereafter may have against the Garden City Bird Sanctuary, its members of the Board of Directors, officers, employees, agents, servants, successors, assigns, enumerated volunteers, representatives, activity holders and sponsors by reason of any matter, cause or thing whatsoever, from the date of this release, forever after.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used and relied upon by the Garden City Bird Sanctuary, and that it will govern my actions and responsibilities while I am on the premises of the aforesaid Sanctuary. Furthermore, I do hereby allow the Garden City Bird Sanctuary to take any pictures of myself and/or my children while on the property, and said pictures may be published by any means the Garden City Bird Sanctuary sees fit.

In consideration of my application and permitting me to participate in this activity or event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS, from any and all liability arising from the negligence of the entities or persons released, for my personal injury, property damage, property theft, disability, death, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The Garden City Bird Sanctuary and/or its members of the Board of Directors, officers, employees, agents, servants, successors, assigns, enumerated volunteers, representatives, activity holders and sponsors.

(B) COVENANT NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of applicant's participation in activities at the Garden City Bird Sanctuary.

I CERTIFY THAT I HAVE READ THIS DOCUMENT PRIOR TO SIGNING IT, THAT I SIGN IT OF MY OWN FREE WILL, AND THAT I FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Applicant's Signature

Date

Applicant's Name

Age: _____

(Please print legibly.)

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign.)