

JACQUELINE CESTERO d/b/a NATURE EXPLORERS

BIRD WATCHING/NATURE TOUR AGREEMENT and Release of Liability

I/We agree to make payment in the sum of US\$ _____ being the fee for your services provided for the Bird Watching activity.

I AM (WE ARE) AWARE THAT THIS ACTIVITY MAY ENTAIL RISKS OF INJURY OR DEATH AND THAT UNKNOWN OR UNANTICIPATED RISK MAY RESULT IN INJURY, ILLNESS, OR DEATH AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/we agree to assume responsibility for the risk of the activity identified herein and those risks not specifically identified. I verify that I am physically fit, **not under the influence of alcohol or any drugs at this time** and sufficiently qualified, trained and capable to participate in the activity. I assume full responsibility for myself and any of my minor children or whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/ or contusions, dehydration, oxygen shortness(anoxia), and/or exposure, head and or spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I/we elect to participate in the activity in spite of the risks. I am responsible for protecting my skin and eyes from the elements.

CONVENANT OF GOOD FAITH: I recognise that you, a provider of services, will operate under a covenant of good faith and fair dealing. I recognise that you may find it necessary to terminate the activity due to forces of nature, medical necessities or other problems; and/or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for my safety and/or the safety of other participants.

AUTHORIZATION: I here by authorize any medical treatment deemed necessary in the event of any injury I may incur while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs,

personal representatives or assigns, agree that: Its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal, and /or governmental agency upon whose property an activity is conducted (“owner”) and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGE TO ME AND OTHER PERSONS OR PROPERTIES as a result of my/our participation in the activity. This Release includes any acts, omissions or negligence of the “owner”, the operator named above, or any other person (including myself) or and entity, their agents, employees, joint venture, servants, and their insurer(s) and I hereby release and discharge the owner and operator named above, their employees, agents, servants or assigns and their insurer(s), if any, for any such damage.

I HAVE READ THE ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENT TO WAIVE VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS I MAY HAVE OR NOW HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASIGNS.

Participant’s Name (Printed)

Age

Signature

Date

In Emergency Contact _____

List any known allergies to plants, insects or medications (if more space is required attach extra pages) _____

If participants is under 18, the parent or legal gaudian must also sign