

**RELEASE OF LIABILITY & USE OF IMAGE
BY AN ADULT PARTICIPANT**

Program: _____ Site: Audubon Center at Debs Park
Program Leader(s): _____ Date of Participation: _____

In consideration of my participation in the National Audubon Society, Inc. ("Audubon") program identified above (the "Program"), I state and agree as follows:

I agree and understand that photographs, which include my image, taken at the Program may be used in Audubon's publications for Audubon's advertising, publicity, commercial or other business purposes. I hereby give Audubon permission to duplicate and distribute the photographs, or any parts thereof which include my image, in perpetuity in any manner and in any and all media, including the Internet, whether known now or hereafter devised. I waive any right to inspect or approve the finished version(s).

I agree to follow the instruction of the Program Leader(s) named above. I have been instructed in and understand the use of equipment I am to use. I understand that there are possible dangers associated with the Program, including but not limited to, wild animals (ticks, and stinging insects); poison oak; adverse outdoor conditions (uneven or slippery terrain, inclement weather, etc.); poison oak. I am in good health and am aware of no physical problem or condition that will limit or interfere with my ability to participate in the Program.

I agree that I am participating in the Program 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 expressly release and hold harmless Audubon, its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands, actions and causes of action whatsoever for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of my appearance, name, likeness, voice and biographical information, including but not limited to, the distribution, reproduction or broadcast of the photographs (or any part thereof) or (ii) any loss, damage or injury to person or to property suffered or incurred by me in connection with the Program or any aspect of it, including, but not limited to, any transportation arranged by, paid for, or provided by Audubon.

I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

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.

Participant's Name (print)

Participant's Name (sign)

Date