

# Junior Naturalist Program

## Fall 2020 – Spring 2021



### RELEASE OF LIABILITY AND USE OF IMAGE

As the child's parent and/or legal guardian, I understand that my child will be participating in Pickering Creek Audubon Center's Junior Naturalist program (the "Program"), which will include online and outdoor experiences. I understand there are possible dangers associated with the Program, including but not limited to safely accessing outdoor sites including but not limited to Pickering Creek Audubon Center. I acknowledge that voluntary activities at Pickering Creek will not have staff members or lifeguards present. My student is in good health and I am aware of no physical problem or condition that will limit or interfere with my child's ability to participate in the Program.

I understand that my child's participation in the Program will require my child to use a digital device, such as a computer or iPad, to access the Program over the internet and that Audubon will be unable to monitor my child's online activities or to prevent my child from accessing other online content.

I agree that my child is participating in the activity 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 hereby grant permission to Audubon to reproduce my child's appearance, name, likeness, voice and biographical information in connection with the Program in any and all manners, including promotional materials, and any and all media, including the Internet, throughout the world and in perpetuity.

I expressly release Audubon, its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands or causes of action which I have or may have for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of my child's appearance, name, likeness, voice and biographical information, including but not limited to, the distribution, broadcast or exhibition thereof or (ii) on account of any loss, damage, or injury to person or property suffered or incurred by my child, except by Audubon's negligence, in connection with any aspect of my child's participation in the Program or in any Program-related activity.

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.

(CALIFORNIA RESIDENTS:) 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.

\_\_\_\_\_  
Signature (Parent or Guardian if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Name