## RELEASE OF LIABILITY & USE OF IMAGE BY PARENT/GUARDIAN OF CHILD DURING COVID-19 EPIDEMIC

Child's Name: Program:	 Date of Birth: Site:	
Date of Participation:		

Your child has been invited to participate in the National Audubon Society, Inc.'s ("Audubon") program named above (the "Program"), which may include in-the-classroom and outdoor field trip experiences. Please read the following and sign below if you approve your child's participation in the Program as described.

During the COVID-19 epidemic, Audubon's primary concern is the health and safety of staff, volunteers, and visitors to our offices, centers and sanctuaries. To avoid exposure to the COVID-19 virus, the Centers for Disease, Control and Prevention (CDC) recommends that we avoid close contact with people, except those who live with us; stay home if we are sick; wear cloth face coverings in public; wash our hands frequently; avoid touching our faces; cover coughs or sneezes with a tissue that can then immediately be thrown away; and clean and disinfect frequently touched surfaces.

At our properties, Audubon is providing hand wash soap, hand sanitizer, [and tissues] for our guests' use, and has increased its cleaning of frequently touched surfaces such as doorknobs and interactive exhibits. We ask anyone who is feeling unwell or who has had contact with someone diagnosed with COVID-19 to stay at home until the risk for infection has passed. However, no public activity can be 100 percent safe. By participating in the Program, you accept the risk that your child may come into contact with pathogens, including the COVID-19 virus. Older adults and people of any age with severe underlying medical conditions may be at higher risk for developing serious complications from COVID-19. If you, a member of your household, or your child are in an elevated risk category, please consider attending another Program at a later date when it is safer to do so.

1. Your child's participation in the Program may involve sustained physical activity, including walking, climbing, jumping, bending, reaching, lifting light objects, and touching or handling wildlife and natural objects.

Please mark as appropriate:

\_\_\_\_\_My child 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.

\_My child requires the following accommodation or assistance to participate in the Program:

You agree that your child is participating in the activity at your own risk, and acknowledge that Audubon has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

2. Your child may produce artwork while participating in the Program. You agree that Audubon may use, reproduce, display, make derivative works, and distribute any materials your child creates while participating in the Program ("Artwork"), in any and all media, and in printed publications, and agree that

Audubon may use the Artwork in connection with fundraising appeals. Audubon's license to use the Artwork shall be perpetual, royalty-free and non-exclusive.

3. Your child may be photographed, videotaped or recorded during the Program ("Recordings"). You agree and understand that these Recordings, which may include your child's image, appearance, voice, name and/or biographical material, may be made and/or produced at the Program. You hereby give Audubon permission to use, reproduce, edit, duplicate, broadcast and distribute such Recordings, in any and all media, whether now known or hereafter devised, in perpetuity.

By signing below, you expressly release and hold harmless Audubon, its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands or causes of action which you have or may have for (i) libel, defamation, invasion of privacy or right of publicity arising from Audubon's use of Recordings or (ii) on account for any loss, damage or injury to person or property suffered or incurred by you or your child, except by Audubon's gross negligence, in connection with any aspect of your child's participation in the Program or in any Program-related activity, including any transportation arranged by, paid for or provided by Audubon.

This release shall be binding upon you and your heirs, next of kin, executors, administrators and assigns. By signing below, you acknowledge that you have thoroughly read and understand this form and that the statements you have made are all true.

If you have any questions, please feel free to contact \_\_\_\_\_\_ at

Parent/Guardian Signature:\_\_\_\_\_\_ Print Name:\_\_\_\_\_\_ Address:\_\_\_\_\_\_

Date:\_\_\_\_\_

**Emergency Contact Information:** 

Name:\_\_\_\_\_\_ Phone Number:\_\_\_\_\_\_