

San Diego Audubon Society Visitor Waiver of Liability

In consideration of the opportunity to explore and enjoy San Diego Audubon Society's ("SDAS") Anstine-Audubon Nature Preserve and Silverwood Wildlife Sanctuary ("Properties"), I hereby acknowledge and agree to the following terms, conditions and required code of conduct (the "Agreement") on behalf of myself and on behalf of any child or ward of which I am a guardian or parent:

1. **GENERAL WAIVER OF LIABILITY FOR VISITORS:** SDAS' properties are intended for the enjoyment and use of those who respect and love nature. They are open to Audubon members and their friends, responsible adults, and children accompanied by a guardian or parent. SDAS accepts no responsibility or liability for physical or property damages, accidental or otherwise, which may result from actions or activities of any persons or while within the property confines.
2. **COMPLIANCE WITH SDAS GUIDANCE:** I agree to comply with any rules regarding visitation. I acknowledge that it is a visitor or guardian's responsibility to consult with a physician before participating in strenuous activities. I represent and warrant that I or those I am a guardian or parent for are sufficiently healthy and physically able to engage in physical activities associated.
3. **WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against SDAS and its past and present owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in relation to my visitation of the SDAS properties or related to my child or ward's visitation. I further hereby forever release and waive my right to bring suit against any and all SDAS vendors that are providing services or goods to SDAS (collectively all parties released in this paragraph, the "Releasees") in relation to my visitation of the SDAS properties or related to my child or ward's visitation. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child or ward may have to seek damages, whether known or unknown, foreseen or unforeseen. It is my express intent that this Waiver of Liability binds my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.
4. **CHOICE OF LAW/FORUM/SEVERABILITY:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the SDAS, the Releasees and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in San Diego County, California and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that I have read and understand this Waiver of Liability as well as the rules, regulations, guidelines, policies, and restrictions promulgated by SDAS. I knowingly and voluntarily agree to the terms and conditions stated above. I freely and knowingly assume the risk and waive my rights concerning liability on behalf of myself and on behalf of my child or ward as described above.

San Diego Audubon Society Additional Waiver of Liability Relating to Coronavirus/COVID-19

In consideration of the opportunity to explore and enjoy San Diego Audubon Society's ("SDAS") Anstine-Audubon Nature Preserve and Silverwood Wildlife Sanctuary ("Properties"), I hereby acknowledge and agree to the following terms, conditions and required code of conduct (the "Agreement") on behalf of myself and on behalf of any child or ward of which I am a guardian or parent:

1. **ACKNOWLEDGEMENT REGARDING COVID-19/CORONAVIRUS.** The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. While most people who contract COVID-19 have mild or moderate symptoms and can recover thanks to supportive care ([WHO website](#)), others have more severe illness or die and this situation continues to pose a serious public health risk ([County website](#)). For more information visit the CDC's COVID information website (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>). SDAS is taking all County-recommended precautions, but cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 during your involvement through programs and/or visitations to our properties. Therefore, if you choose to visit and/or participate in programming, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
2. **ASSUMPTION OF RISK. I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself, or if I am a parent or guardian, I assume and accept the risk that my child or ward may contract COVID-19, when participating in SDAS events and activities. Enjoying SDAS activities is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate or in order for my child or ward to participate. I acknowledge the risk of contracting the virus that causes covid-19 associated with participating. I hereby acknowledge that participation is done with full knowledge and disclosure of the risks and dangers associated with such activities.
3. **COMPLIANCE WITH SDAS GUIDANCE.** I agree to comply with any rules regarding participation in general and specific to covid-19, including, but not limited to, the additional rules noted below. I acknowledge that it is a participant's or guardian's responsibility to consult with a physician before attending. I represent and warrant that I or those I am a guardian or parent for are sufficiently healthy and physically able to participate and engage in physical activities associated, which are described, in part, in the separate waiver I also am signing in connection with participation. Neither I nor my child or ward will participate for a period of ten (10) days if I, they, or someone in my home is sick or has been exposed to someone who is sick.
4. **WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against SDAS and its past and present owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the SDAS activities or related to my child or ward's participation. I release and waive my right to bring suit against any and all SDAS vendors that are providing services or goods to SDAS in connection with exposure, infection, and/or spread of COVID-19 related to my participation or my child or ward's participation (collectively all parties released in this paragraph, the "Releasees"). I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or

property losses, or any other loss, including but not limited to claims of negligence and give up any claim I or my child or ward may have to seek damages, whether known or unknown, foreseen or unforeseen. It is my express intent that this Waiver of Liability bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

5. **CHOICE OF LAW/FORUM/SEVERABILITY:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the SDAS, the Releasees and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in San Diego County, California and I hereby consent to the exclusive jurisdiction of such courts.

I acknowledge that I have read and understand this Additional Waiver of Liability Relating to Coronavirus/COVID-19 as well as the rules, regulations, guidelines, policies, and restrictions promulgated by SDAS. I knowingly and voluntarily agree to the terms and conditions stated above. I freely and knowingly assume the risk and waive my rights concerning liability on behalf of myself and on behalf of my child or ward as described above.

COVID-19 CONDUCT REQUIREMENTS FOR PARTICIPANTS

- 1) Participants will not participate in SDAS activities if they have any symptoms related to COVID-19 and agree to review the CDC symptoms list prior to their participation. The current list of symptoms can be found on the CDC website: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- 2) Participants will wear masks when required, such as indoor settings, using shared transportation, or larger group activities.
- 3) Participants should social distance when possible and not engage in unnecessary physical contact like shaking hands etc., unless you are members of the same household.
- 4) Participants should wash hands when possible or use hand sanitizer.

Please keep in mind requirements may be revised as the County modifies its Health Order. Participants will be notified if and when that happens. Please contact the reserve manager with any questions or concerns.