

San Diego Audubon Society
Release and Waiver of Liability Agreement (Online Version)

Activity: Habitat Restoration Event at Stony Point, Fiesta Island Date: 3/26/2022

San Diego Audubon Society (“SDAS”) thanks you for your willingness to volunteer for this Activity. Before we can allow you to take part, you must read and sign this Release and Waiver of Liability (“Release”). If you are under the age of 18, your parent or guardian must also read the Release and sign on your behalf. By signing this Release, you are waiving all present and future claims against SDAS, except for claims arising out of gross negligence or intentional misconduct of SDAS.

I hereby acknowledge that I have voluntarily applied to participate in this Activity and that there are risks associated with it which may be known or unknown. During this Activity, I will be working outside with exposure to the elements. I will be bending, pulling, pushing, and lifting such things as plants and rocks, and walking on trails and other surfaces which may be slippery, uneven, steep, partially obstructed by vegetation, rocks, or other structures. I may come into contact with plants, which may cause rashes or other reactions, and insects and other animals, including poisonous snakes, which may bite or sting. I understand that as a result of the known and unknown risks associated with this Activity, I may experience damage to my property, physical injuries, bodily harm, allergic reactions, illness, or death.

By signing below, I agree (i) to accept all risks associated with this Activity, both known and unknown; (ii) to take full responsibility for my own actions, safety, and welfare; and (iii) to conduct myself in a manner that will not endanger me or other participants. I will use any tools available during this Activity (such as, but not limited to, trowels, shovels, hoes, and clippers) only if I am familiar with the proper use of the tool and I am capable of safely using it. I acknowledge that SDAS may take photographs/video of participants during this Activity and any photograph taken of me may be used by SDAS for purposes of marketing, promotion, and publicity in newsletters, newspapers, magazines, press releases, brochures, grant proposals, websites, electronic publications and other written or electronic materials without compensation to me.

I hereby confirm that I am physically fit for this Activity, and agree that if my physical condition changes so that it is not safe for me to continue the Activity, I will cease participation and arrange for any care or assistance I may need. I acknowledge that neither SDAS nor its liability insurance will pay for any medical care that I may seek or require.

In consideration of the right to participate in this Activity, I, on behalf of myself, my heirs, executors, legal representatives, successors, and assigns, hereby release, discharge, hold harmless and indemnify SDAS, its officers, directors, agents, employees, contractors, and volunteers, from any and all rights and claims for injury, loss, expenses, or damage resulting from my participation in the Activity. I intend this release to apply to all claims, regardless of whether founded in whole or in part on any negligent act or omission of any released party. I intend this Release to be as broad and inclusive as is permitted by the law of the State of California, and if any portion of this Release is held invalid, I agree that the balance shall continue in full force and effect.

BY SUBMITTING THIS ONLINE RSVP FORM, I AM DECLARING THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

If participant is under age 18, a parent or legal guardian must agree to the terms as well:

BY SUBMITTING THIS ONLINE RSVP FORM, I AM DECLARING THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

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

In consideration of the opportunity to volunteer with San Diego Audubon Society (“SDAS”), 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 volunteering on behalf of SDAS. Volunteering at SDAS is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to volunteer or in order for my child or ward to volunteer. I acknowledge the risk of contracting the virus that causes covid-19 associated with volunteering. I hereby acknowledge that volunteering 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 volunteering in general and specific to covid-19, including, but not limited to, the additional rules noted below. I acknowledge that it is a volunteer’s or guardian’s responsibility to consult with a physician before volunteering. I represent and warrant that I or those I am a guardian or parent for are sufficiently healthy and physically able to volunteer and engage in physical activities associated, which are described, in part, in the separate waiver I also am signing in connection with volunteering. Neither I nor my child or ward will volunteer 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 volunteering with SDAS or related to my child or ward’s volunteering with SDAS. I further hereby forever release and waive my right to bring suit against all SDAS vendors and partners that are providing services or goods to SDAS in connection with exposure, infection, and/or spread of COVID-19 related to my volunteering at SDAS or my child or ward’s volunteering at SDAS (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.

BY SUBMITTING THIS ONLINE RSVP FORM, I DECLARE 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.

If participant is under age 18, a parent or legal guardian must sign:

BY SUBMITTING THIS ONLINE RSVP FORM, I DECLARE THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. 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.

COVID-19 CONDUCT REQUIREMENTS FOR VOLUNTEERS

- 1) Volunteers will not participate in the volunteer activity 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) Volunteers will wear masks when required such as in indoor settings or larger group activities.
- 3) Volunteers should socially distance when possible and not engage in unnecessary physical contact like shaking hands etc., unless you are members of the same household.
- 4) Volunteers should wash hands when possible or use hand sanitizer.

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