**Birding By Sound Training**

Participant Agreement, Release and Acknowledgement of Risk

Participant Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Emergency Contact Name & Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_.

On behalf of myself my children, my parents, my heirs, assigns, representatives, and estate I hereby agree to release and discharge FLITE Tours, Inc. its agents, officers, directors, and employees, any lessors of premises on which activities take place ; and; , volunteers, participants, and all other persons or entities acting in any capacity on behalf of FLITE Tours, Inc., [hereafter collectively referred to as “FLITE Tours, Inc.”], as follows:

1. I acknowledge that potential hazards may be encountered during my participation in this outdoor-based activity, taking place along paved and dirt trails, paths, and road, including but not limited to: uneven terrain, improved and unimproved ground, barbed wire, associated vegetation with noxious plants (i.e. poison-oak and stinging nettle), domestic and wild animals (dogs, horses, cows, rattlesnakes, spiders, ticks, ants, bees, wasps and flies), and other human activities (i.e. bicycles and motorized vehicles), plus vehicle travel to and from scheduled locations. These hazards entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties, and I acknowledge that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all reasonable risks associated with this activity. My participation
in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless FLITE Tours, Inc. from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my
use of FLITE Tours, Inc. equipment or facilities.
4. I certify that I am 18 years of age or older, and that no-one under that age is accompanying or participating with me.
5. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I
agree to bear the costs of such injury or damage to myself. I further certify that I know of no medical or physical
conditions that would interfere with my safety in this activity, or else I am willing to assume and bear the costs of
all risks that may be created, directly or indirectly, by any such conditions.
6. The parties agree to submit to binding arbitration any dispute regarding these terms or interpretation of this agreement, with the venue in San Diego County, California.
7. I understand that photographs and video taken by FLITE Tours, Inc. during the activity may be used for promotion and advertising and agree that FLITE Tours, Inc. may use my likeness or voice if it appears in any such videos or photographs for the purpose of promotion and advertising.

The laws of the State of California will govern the resolution of any conflict regarding this agreement. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Apt or Suite: \_\_\_\_\_; Phone: (\_\_ )\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City / Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; State: \_\_\_\_\_; Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization or School Affiliation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Field:Lectures is a program of FLITE Tours, Inc., established in 1996

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