

**RELEASE and INDEMNIFICATION**  
**For FRANCIS M. WESTON AUDUBON SOCIETY**

Name: \_\_\_\_\_

Excursions: One, Many or All As Published By Francis M. Weston Audubon Society As Set Forth Below Dates of Excursions: As Published by Francis M. Weston Audubon Society from September 6, 2018 until December 31, 2019

I, the undersigned, am aware that during all field trips, birdwalks or excursions set forth in the "Skimmer" Newsletter and available electronically at [www.fmwaudubon.org](http://www.fmwaudubon.org) or [www.facebook.com/FMWAudubonPensacola](http://www.facebook.com/FMWAudubonPensacola) (each, an "Excursion") in which (i) I and/or (ii) each of the persons set forth below of which I am the parent, legal guardian or managing conservator (collectively with the undersigned, as applicable, the "**Participants**") are participating through arrangements offered by the Francis M. Weston Audubon Society ("**FMWAS**") that certain risks and dangers may exist, including, but not limited to, the hazards of traveling, accidents or illness in remote places without medical facilities, the forces of nature (including, but not limited to, snake bite, insect bite, heat exhaustion and sun exposure), environmental risks and travel by foot, automobile or other means. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from each Participant's participation in any Excursion.

In consideration for each Participant to participate in each Excursion, I, on behalf of each Participant and each of their respective estates, heirs, next of kin, executors, administrators and assigns, hereby agree to release, hold harmless and forever discharge FWMAS and each of its officers, directors, employees, volunteers, agents and other representatives of each of the foregoing and their respective successors (each, an "**Indemnitee**" and collectively, the "**Indemnitees**") from and against any and all actual liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements, joint or several, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with each Participant's participation in any Excursion. I further agree to be accountable in all respects for each Participant's conduct and actions, and forego all claims and demands for damages, loss and injury which may arise as a result of any Participant's conduct or actions. I acknowledge and agree not to ask any Indemnitee to accept the consequences thereof and agree to indemnify each Indemnitee from any claims or demands against any such Indemnitee arising out of or as a result of any Participant's conduct or actions.

If circumstances arise which any Indemnitee, in their sole discretion, considers to be an emergency, I authorize such Indemnitee to disclose any Participant's personal medical, health or contact information known to them, as appropriate.

**I declare that I have read and understood this Release and Indemnification for Excursions in its entirety and agree to be bound by the terms and conditions set forth herein. I am aware that by physically or electronically signing this agreement, I am waiving certain legal rights which each Participant and each of their respective estates, heirs, next of kin, executors, administrators and assigns may have against any Indemnitee.**

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

Printed Name: \_\_\_\_\_

Other Minor Participant(s) (if any): \_\_\_\_\_

Undersigned's Relationship to Other Minor Participants (if applicable): \_\_\_\_\_