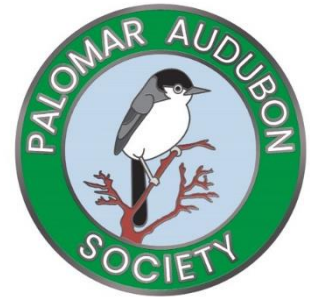


Palomar Audubon Young Birders Club



Field Trip to Santee Lakes- March 1, 2025

Enjoy being outdoors? Fascinated by the sights and sounds of nature? Like watching, sketching or photographing birds? Or curious to learn what birding is all about?

Join the Palomar Audubon Young Birders Club!

Membership in the Young Birders Club is free; no birding experience is required.

- Skilled Palomar Audubon Society field guides will be leading outings once a quarter, typically on the first Saturday of a month, for youth ages 11-17. Time: 8:00 AM – 10:30 AM.
- Field Trips will visit local birding “hot spots” in San Diego County. Locations vary and will be communicated in advance.



Young Birders Club members will learn about the diverse bird species that inhabit the area, their habitats and how to identify them.

Palomar Audubon Society shall provide binoculars for Bird Club member use during the outing.

Check lists to track the species sighted will be provided as applicable.

- Registration, which includes a waiver, for Young Birders Club participation is required.
- Young Birders Club field trips are posted on Palomar Audubon’s web site <https://palomaraudubon.org>
- Questions? Contact [Palomaraudubon.org](https://palomaraudubon.org).



Palomar Audubon Bird Club Registration, Release and Waiver of Liability Form

- Child First Name: _____ Last Name: _____
- Parent/Guardian First Name: _____ Last Name: _____
- Parent/Guardian Email Address: _____
- Parent/Guardian Phone Number: _____
- How did you hear about the Young Birders Club? (optional): _____
- Additional Note/Comments (optional): _____

Palomar Audubon Society Release and Waiver of Liability Agreement

Palomar Audubon Society (“PAS”) thanks you for your willingness to participate in 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 PAS, except for claims arising out of gross negligence or intentional misconduct of PAS.

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 may be recreating outside with exposure to the elements. I will be 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 PAS may take photographs/video of participants during this Activity and any photograph taken of me may be used by PAS 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 PAS 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 PAS, 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.

Photo Release

I understand that my photo may be taken and give PAS permission to use photographs of me in advertising.

Participant Waiver of Liability Relating to Coronavirus/COVID-19

In consideration of the opportunity to explore and enjoy Palomar Audubon Society's ("PAS") outdoor birding programs, 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:

ACKNOWLEDGEMENT REGARDING COVID-19/CORONAVIRUS: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, including potentially life-long medical conditions the individual did not previously have or worsening of chronic medical conditions the individual has. Evidence has also shown that contracting COVID-19 can also lead to the death of the individual that contracts COVID-19. PAS cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while engaging in our activities. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to participate, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

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 PAS events and activities. Enjoying PAS 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 be on the premises or in order for my child or ward to be on the premises. I acknowledge the risk of contracting the virus that causes covid-19 associated with these activities. I hereby acknowledge that my visit is done with full knowledge and disclosure of the risks and dangers associated with such activities.

COMPLIANCE WITH PAS 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 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. Neither I nor my child or ward will participate for a period of fourteen (14) days if I, they, or someone in my home is sick or has been exposed to someone who is sick.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against PAS 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 PAS activities or related to my child or ward's participation. I further hereby forever release and waive my right to bring suit against any and all PAS vendors that are providing services or goods to PAS 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.

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 PAS, 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 Relating to Coronavirus/COVID-19, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by PAS. 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.

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

Participant Name: _____

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

BY SUBMITTING THIS 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.

Parent/Guardian Signature: _____

Print Name: _____

Address: _____

_____ Date: _____

Emergency Contact Information:

Name: _____ Phone Number: _____

Submission:

Submit the completed Registration and Waiver form via email by sending the authorized document to palomaraudubon@gmail.com. Submission via mail is also available, please mail the fully completed Registration and Waiver form to: Palomar Audubon Society, P.O. Box 2483, Escondido, CA 92033-2483.