

Denver Field Ornithologists, Inc.:
Acknowledgment and Assumption of Risks & Release and Indemnity Agreement
For the adult participant or the parent or legal guardian of a minor participant

INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. The adult participant (including a volunteer leader) must sign this Document. If participant is a minor (those under 18 yrs. of age; hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (hereafter collectively “parent”) must sign.

In consideration of the services of Denver Field Ornithologists, Inc., a nonprofit organization, and its officers, directors, employees, agents, representatives, volunteers (other than myself, if I am a volunteer leader) and all other affiliated persons or entities (individually and collectively referred to in this Document as “DFO”), in allowing me/my child to participate, **I (adult participant or parent of a minor participant) acknowledge and agree as follows:**

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating whether simply attending, observing, leading or actively participating in DFO educational, instructional, recreational and/or adventure activities include risks. Activities may be day or multi-day, take place in Colorado or other U.S. or International locations and be led by DFO volunteers, contractors or others. Activities include but may not be limited to: hiking or walking; socializing; use of any equipment, facilities or premises; transportation in vehicles (driven or owned by DFO volunteers or others – carpools included), planes, taxis and/or by other means to, from or during activities; or stays in hotels or other accommodations (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled; structured or unstructured; occur on premises not owned or controlled by DFO and/or occur during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of the activities can cause injury, property damage, death or other loss to me, my child or others, including members of my and/or my child’s family.** The parent gives permission for their child to participate in all activities and agrees to discuss the nature of the activities and risks with their child. **The risks include, but are not limited to:**

- Hazardous and unpredictable ground, road, water or weather conditions, in outdoor and sometimes steep, rugged or mountainous terrain.
- Stinging, venomous and/or disease carrying animals, insects or microorganisms; unpredictable contact with wild and domestic animals.
- Misjudgments made by contractors, participants, DFO volunteers, or others.
- Premises conditions, such as slippery walkways, steps, ruts, uneven ground, rivers or other water bodies or risks associated with any buildings or facilities.
- Equipment that can fail or malfunction.
- Participant’s mental, physical (including fitness level) or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities. **NOTE:** There are risks associated with participant’s contact with other persons, spaces, equipment or otherwise, including the risk of a participant, volunteer or other persons’ carrying, being infected by or contracting SARS-CoV-2 (virus) and/or COVID-19 (resulting disease) (sometimes collectively “COVID-19”) or other disease, virus or bacteria before, during or after activities and/or transmitting it to others, including vulnerable and at-risk populations in the trip community or a participant’s home community.
- U.S. or international travel can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, viruses or bacteria, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. Any of these factors – including but not limited to the presence of COVID-19 in the U.S. or another country - present numerous uncertainties and risks associated with travel, including but not limited to sudden closing of borders and/or in country quarantines (whether participant is trying to travel to or through, or return from, a travel location), varying or inconsistent global or in country (U.S. federal, state, county or otherwise) health or travel advisories, quarantine or testing requirements, cancellation or termination of air, ground or other travel into, through or out of a location, etc.

NOTE: Although DFO leaders consider geo-political climates in choosing trip locations, leaders are not experts in assessing the likelihood of terrorist activity, political unrest, health threats, the need for vaccinations or other issues. Participant (and parent of a minor) is responsible for conducting his or her own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

- Activities may take place a distance from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Medical facilities may be inadequate (including, in the case of sickness from COVID-19, lack of critical care medical equipment such as ventilators).
- The potential that participant or others may act carelessly or recklessly.

These and other risks may result in participant: falling to the ground or into water; experiencing vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19 (via the SARS-CoV-2 virus) or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses, diseases, cuts or wounds or other injury, damage, death or loss.

I (adult participant or parent of a minor participant) further acknowledge and agree:

- to review all DFO information and materials received, obey all DFO rules and other policies, including new policies developed in light of COVID-19 identified in our communications, on our website or otherwise. **I (for myself and, if I am a parent, for and on behalf of my participating minor child) further agree and consent** to all participant screening, monitoring/testing, quarantining, contact tracing or other procedures, requested or required before, during and/or after a DFO trip, whether by government authorities or by DFO, its contractors, or other businesses participant comes in contact with;
- DFO representatives are available should I have further questions about the activities or the associated risks;
- DFO uses volunteers to assist with and lead activities. These volunteer leaders are not paid professional guides or leaders and are there to provide background information only. I understand I am responsible for determining whether I/my child have appropriate skills, physical conditioning, equipment and supplies for the activities. Volunteer leaders are not trained in first aid, CPR or wilderness medicine and do not carry first aid kits for the group. Each participant must carry any needed medications and first aid supplies;
- participant is in good health and is fully capable of participating without causing harm to himself/herself or others. At all times, participants remain fully responsible for their own well-being (and for the supervision and well-being of any minor they accompany) and during group activities, all participants share in the responsibility for the group's well-being;
- the information provided in this Document is not exhaustive, other unknown or unanticipated activities, risks and outcomes may exist, and DFO cannot assure my/my child's safety or eliminate any of the risks;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks (known and unknown, identified or not) of the activities and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct. I further agree to assume and accept any increased risks to me, my child or others, related my/my child's participation in DFO activities in the midst or wake of the COVID-19 Pandemic.**

RELEASE AND INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child), agree as follows:

1) to release and agree not to sue DFO, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities. **I understand I agree here to waive all claim/s I or my child may have against DFO, bind my/my child's estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim or file a lawsuit against DFO as a result of any injury, damage, death or other loss suffered by me or my child;**

2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) **DFO** with respect to any and all claim/s brought by or on behalf of me, my participating child, my spouse, my/my child's other family member/s, heir/s or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities, including but not limited to any claim/s brought by a medical care provider, insurer or other third party as a result of medical or other care or services provided to the participant, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from DFO's negligence (but not its gross negligence or willful or wanton misconduct) and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS:

I (adult participant or parent of a minor participant) further agree:

- Colorado law (without regard to its "conflict of law" rules) governs this Document, any dispute I/my child have with DFO, and all other aspects of my/my child's relationship with DFO, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Denver County, Colorado, which shall be the sole jurisdiction and venue for any such proceeding. I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- DFO reserves the right to dismiss any participant from an activity that a DFO leader believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activities;
- I authorize DFO representatives or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by DFO) of any medical records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with medical care and transportation.
- **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**
- This Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent Denver Field Ornithologists, Inc.: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by the adult participant or the parent of a minor participant and shall remain in full force and effect for all activities completed by participant up until that point.

I (adult participant or parent of a minor participant) agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogees, assigns and estate. *The adult participant or the parent of a minor participant (those under 18 yrs. of age) must complete the information and sign below.*

I understand my signature is valid and legally binding whether I choose to electronically sign or manually sign a printable version of this Document.

Participant Signature (Parent please print name for minor) /Date /Print Name Here /Participant Birthdate

Parent/Guardian Signature (Required for a minor participant) /Date /Print Name Here[C1]