

New Hampshire Audubon

26 Audubon Way, Auburn, NH, 03032, (603) 224-9909 ext. 403

OUTDOOR EDUCATION PROGRAM – LIABILITY RELEASE & AGREEMENT

I wish to participate in a Naturalist-led Outdoor Education Program (the “Program”) offered by New Hampshire Audubon (“NH Audubon”).

As a precondition to participating in this Program, I have read the following Release Agreement (the “Agreement”) and agree to its terms.

- Assumption of Risk. I understand that outdoor education programs and hiking present certain dangers. There is no guarantee of safety. Weather conditions, the behavior of other visitors and/or pets, wildlife encounters (including ticks and mosquitoes), and other circumstances may contribute to a risk of injury or death. We request you conduct your participation with the safety of yourself and others in mind. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be a result from participating in this Program, unless caused by gross negligence or willful misconduct of NH Audubon officers, directors, or employees.
- Responsible Use of NH Audubon Equipment. I accept the use, as-is, of any equipment I receive (i.e., field guides, binoculars, hand lenses, etc.), and accept full responsibility for the care and return of all equipment. I agree to pay for any loss or damage other than ordinary wear resulting from possession and/or use.
- Liability Release. I release NH Audubon and its officers, directors, and employees from any claim of liability for damage or injury to myself or any other person or property while participating in the Program on the premises of the Program, excepting those claims arising from gross negligence or willful misconduct of NH Audubon.
- Indemnification. I further agree to defend and indemnify NH Audubon for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in this Program, excepting those claims arising from gross negligence or willful misconduct of NH Audubon.
- Emergency Medical Treatment. In an emergency, I understand that NH Audubon will have limited capacity to assist me due to our remote location and small staff. The Lead Naturalist is certified in First Aid and an AED is onsite at the Massabesic Center and McLane Center. I grant NH Audubon permission to conduct emergency medical treatment as it deems appropriate, including contacting 9-1-1. I understand and agree that NH Audubon assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.
- **I FULLY ACCEPT ALL RESPONSIBILITY FOR ANY AND ALL DAMAGE AND/OR INJURY.**

In agreeing to this waiver, I acknowledge that I have read, understand, and voluntarily agree to this agreement and release of liability, and am at least eighteen years of age.