

**PRBO/SFBBO/Audubon California**  
**San Francisco Bay Shorebird Census Volunteer Release of Liability**

By signing this waiver, I acknowledge that my participation in the activities and travel planned in connection with PRBO/SFBBO/National Audubon Society, Inc., dba Audubon California ("Audubon California"), during participation in the San Francisco Bay Shorebird Census from November 13-15, 2008 (Activities) are of a high-risk nature and may involve exposure to hazardous conditions and circumstances, including but not limited to, driving and traffic hazards on and along the roadside.

I have been advised and understand that the Activities may involve strenuous activity on my part, and may expose me to dangerous conditions both in transport to/from and while at research sites throughout California. Further, I acknowledge that PRBO Conservation Science (PRBO or Point Reyes Bird Observatory), SFBBO (San Francisco Bay Bird Observatory), or Audubon California has advised me that it does NOT recommend participation by individuals with health problems, recent surgery, heart conditions, or who are in any way physically challenged or unable to engage in the activities or perform the tasks necessary to perform the Activities in connection with the San Francisco Bay Shorebird Census. I am in good health and am aware of no physical problem or condition that will limit or interfere with my ability to participate in the Activities. I agree that I am participating in the Program at my own risk, and acknowledge that Audubon has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

I understand that I am a volunteer for all purposes, including workers compensation, and am not an employee of PRBO, SFBBO, or Audubon California or other local sponsors, and their officers, agents, representatives and employees, and as such they are not responsible for injury or death which may occur while acting as a volunteer.

**I, for myself and for anyone entitled to act on my behalf, expressly waive, release and hold harmless PRBO, SFBBO, Audubon California, each of their officers, directors, employees, agents, representatives, assigns and successors from any and all claims, demands, actions, liabilities and causes of action of any kind whatsoever for any loss, damage or injury to person or to property suffered or incurred by me in connection with the Activities or any aspect of it, including, but not limited to, any transportation arranged by, paid for, or provided by PRBO, SFBBO, and/or Audubon.**

I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I have read and understand the contents of this Waiver form and the nature of the Activities in which I will participate.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

If you have any concerns or have further questions, please call Melissa Pitkin at 707 781-2555 ext/ 307 or [mpitkin@prbo.org](mailto:mpitkin@prbo.org), or Mike Perlmutter at (510) 601-1866 ext 231 or [mperlmutter@audubon.org](mailto:mperlmutter@audubon.org)