

## **Certified Pest Control (hereinafter "CPC") Falconry Workshop Participant Waiver Form**

1. CPC and any of its employees or representatives reserves the right in its sole discretion to refuse attendance, remove participants or observers from CPC workshops for any reason whatsoever. Any refusal for participation shall be in CPC's sole discretion.
2. CPC is not responsible for the safekeeping, loss, theft or damage of any participants property during the workshop.
3. Participants will comply with and observe all rules and regulations of CPC and the terms and conditions on this agreement at all times and shall assure that his/her guests or minors complies with and observes the same.
4. Should participant or his/her guests damage or break any CPC equipment or property, participant will be liable for the reasonable cost of necessary repairs or replacements of such equipment or property.

### **CPC Liability Waiver**

I (Participant) understand that working with raptors, as well as participation in falconry workshops are inherently dangerous activities involving possible risk, dangers and hazards. These risks, dangers and hazards include, but are not limited to being punctured, bitten or scratched by the raptors, illness, falling, collisions with birds, objects, people or structures, being struck by other participants or objects, equipment failure, the actions of other participants including negligence of the participant, the aggravation of pre-existing conditions or other foreseeable or unforeseeable events or circumstances.

I (Participant) understand that I am required to provide my own PPE for myself and all guests participating in the workshop. While all necessary precautions will be taken, CPC can take no responsibility for possible illness, virus or sickness which may happen as a result of this workshop.

I (Participant) hereby represent that myself and all guests suffer from no adverse health condition that would limit their ability to participate in this workshop.

I (Participant) hereby represent that any of my own equipment that I use is safe and in no way shall CPC be liable for any damages caused to myself or a third party for any failure of such equipment, including personal protective equipment worn during the workshop.

### **Release**

Participants agree to the following:

1. I (Participant) hereby WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ANY KIND OR NATURE AGAINST CPC, AND ANY MANUFACTURERS OR DISTRIBUTORS OF EQUIPMENT USED by CPC, RELATED IN ANY WAY TO THE ACTIVITIES OR THE ASSOCIATED ACTIVITIES. THIS WAIVER AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY SUCH CLAIMS OR CAUSES OR ACTION, present or future, related to injury or damage participant, his/her property, or any other or property. for loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Participant engaging in any Activities and from Associated Activities, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of CPC.

2. Participant agrees to hold harmless, defend and indemnify CPC from any claim or action, present or future, related to injury or damage to Participant, his/her property, or to any other person or property, for any loss, damage, expenses or injury (including DEATH) suffered by any person from or in connection with Participant's participation in any Activities or Associated Activities. due to any cause whatsoever including negligence and/or breach of express or implied warranty on the part of CPC.
3. Participant hereby RECEIVES WEST COAST FALCONRY OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connect with any Activities, Outside Activities, or Associated Activities in which WEST COAST FALCONRY is involved in any way.
4. In the event Participant does suffer any type of damages or injury, Participant shall notify CPC immediately of any such occurrence or cause.
5. Participant authorizes CPC to stabilize, obtain medical care for, or transport him/her to a medical facility or for himself/herself,
6. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS CPC of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care, participant also authorizes disclosure of any protected medical information in the possession of CPC that is necessary to provide, coordinate or manage members healthcare consistent with the dictates of HIPPA to the extent that such use or disclosure is required law,
7. This Liability Waiver shall continue in effect in perpetuity so that each time Participant or Member uses the Facility or participates in any Outdoor Activities from the date this waiver is signed forward he/she be bound by the terms and conditions herein,
8. If any provision of this Agreement or the application of any such provision to any person or circumstances is held invalid, the remainder of this Agreement, and the application Of such provision other than to the extent it is held invalid, not be invalidated or affected thereby.