

## **VOLUNTEER ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND PUBLICITY RELEASE AGREEMENT**

In consideration for being allowed to volunteer at the joint conference of American Ornithological Society (AOS) and Society of Canadian Ornithologists/Societe des ornithologistes du Canada (SOC-SCO) scheduled for August 2023 (AOS & SCO-SOC 2023) and to receive a discount off of my conference registration, I acknowledge and agree as follows:

1. I understand that while volunteering at AOS & SCO-SOC 2023, I may be engaged in volunteer activities that include but are not limited to, acting as a room technology support monitor, assisting with registration, selling merchandise, leading or participating in bird 'walks', and assisting with the fun run (the "Volunteer Activities"). I certify that I am fully capable of participating in the Volunteer Activities. I further understand that AOS, SOC-SCO, and their partnering organizations at the conference are not responsible for any personal belongings brought to the Volunteer Activities.
  
2. I FULLY UNDERSTAND THAT I AM PARTICIPATING IN THE VOLUNTEER ACTIVITIES AT MY OWN RISK AND AM EXPRESSLY AND SPECIFICALLY ASSUMING ALL RISKS OF INJURY, DEATH, ILLNESS, AND PROPERTY DAMAGE OR LOSS ARISING FROM MY PARTICIPATION IN THE VOLUNTEER ACTIVITIES. I understand that these risks include but are not limited to those caused by temperature, weather, contaminants, sickness, COVID-19 exposure, equipment, facilities, other volunteers, conference participants, theft, and other risks not currently known. I FULLY UNDERSTAND THAT THESE RISKS MAY BE CAUSED BY MY ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS, INCLUDING OTHER VOLUNTEERS, AND CONFERENCE PARTICIPANTS, OR THE NEGLIGENCE OR RECKLESS CONDUCT OF THE "RELEASEES" NAMED BELOW. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ALL LIABILITY, LOSSES, COSTS, CLAIMS, OR DAMAGES INCURRED AS A RESULT OF MY PARTICIPATION IN THE VOLUNTEER ACTIVITIES.
  
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AOS AND SCO-SOC, THEIR PARTNERING ORGANIZATIONS AT THE CONFERENCE, THEIR DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, CONTRACTORS, EMPLOYEES, SPONSORS, ITS HEIRS, SUCCESSORS, AND ASSIGNEES (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES, KNOWN OR UNKNOWN, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY MY PARTICIPATION IN THE VOLUNTEER ACTIVITIES. WITHOUT IMPLICATION OF LIMITATION, THIS RELEASE APPLIES TO: ALL LIABILITY CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OF ANY SUPPLIERS OF SERVICES TO THE CONFERENCE; ALL LIABILITY RESULTING IN WRONGFUL DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE OR LOSS; ALL LIABILITY CAUSED BY DEFAMATION OR INVASION OF PRIVACY; AND ALL LIABILITY DUE TO ANY OTHER CAUSE WHATSOEVER. I further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, I will indemnify and save and hold harmless each of the Releasees from any litigation

expenses, attorney fees, loss, liability, damage, or cost any may incur as a result of any such claim.

4. I understand that my name, photograph, or likeness may be used for any and all purposes, including, but not limited to, advertising, trade, and/or promotion on behalf of AOS and SCO-SOC, their partnering organizations at the conference, their licensees, affiliates, suppliers, and employees, and I CONSENT TO AND AUTHORIZE IN ADVANCE ALL SUCH USE. I further understand that I will not benefit financially or otherwise from any use thereof.

5. This Release shall be governed in all aspects by the laws of the District of Columbia, without reference to choice of law principles, and any disputes arising from this Release shall solely be resolved in the local or federal courts situated in the District of Columbia.

**I CERTIFY THAT: I HAVE READ THIS RELEASE AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AGAINST RELEASES TO THE GREATEST EXTENT ALLOWED BY LAW; AND I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

\_\_\_\_\_  
Participant's Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Country

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

**IN CASE OF AN EMERGENCY, PLEASE CONTACT:**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_