

WAIVER OF LIABILITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in a birding tour with Antbird Tours, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Charles Clarkson, any member of his family or his company Antbird Tours (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I acknowledge that I have voluntarily decided to partake in this tour. I understand that is inherently risky and I may be far from medical care. I am prepared to, and by signing below agree to, assume the risks associated with this tour included (but not limited to): forces of nature, terrorism, civil unrest, war, accidents, and local transportation including land vehicles and aircraft not operated or maintained by North American standards. I assume the risk associated with illness, disease, physical exertion and alcohol consumption, knowing that access to evacuation and/or suitable medical care may not be available. By signing this agreement, I agree to take full responsibility, at all times, for my own actions, safety and welfare. I understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself. I understand that if I falsely represent myself as fit for this tour, I may be removed prior to or during the tour at my own expense.

3. I am fully aware of the risks and hazards connected with the activities of this tour and I am aware that such activities include the risk of injury and even death during the tour or afterward, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that neither Charles Clarkson nor Antbird Tours requires me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with Rhode Island laws and that any mediation, suit, or other proceeding must be filed or entered into only in Rhode Island and the federal or state courts of Rhode Island. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

6. Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, advertising publications or any other print, videographic or electronic recording for advertising or any other legitimate purposes.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I have signed this Waiver and Agreement on this _____ day of _____, 20_____.

PARTICIPANT:
