

MARYLAND ORNITHOLOGICAL SOCIETY, INC.  
ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF  
RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

*Read carefully before initialing and signing*

WARNING: Although precautions are taken to provide proper organization and suitable equipment so that you have a safe and enjoyable experience, there can be no guarantee of absolute safety against injury and accident. There are significant elements of risk in any adventure, sport, or activity associated with the outdoors or wilderness including but not limited to birding, hiking, climbing, camping, bicycling, the use of watercraft (all referred to herein as "activity"), and the use of related equipment.

ACKNOWLEDGEMENT OF RISKS: I recognize that there are inherent dangers in the activities and that the risks may result in serious personal injury or death or property damage due to hazards that include but are not limited to the following:

Birding/Hiking/Climbing/Camping: (1) Falls; (2) Cold weather related injuries; (3) Heat related illnesses including heat exhaustion and heat stroke; (4) Altitude related sicknesses including acute mountain sickness, pulmonary edema, cerebral edema, and/or retinal hemorrhage; (5) An "act of nature" which may include avalanche, rock fall, crevasse fall, and severe temperature or winds; (6) River or other water course crossings; (7) Travel including travel to or from the activity; (8) Varied diet and water source; and (9) The presence of insects or wild animals. *I agree to wear activity- and weather-appropriate safety equipment/clothing.*

Initials

Bicycling: (1) Uneven or unstable road surfaces, trees, branches, curbs, rocks, stones, gravel, mud, water, oil and/or other objects in the roadway, on the ground and on either side of the road, including resultant tire puncture; (2) Slippery conditions associated with fog drip, rain, sleet, ice, or snow, including malfunction or failure of brakes due to wetness or extremes of temperature; (3) The presence of motor vehicles, other bicycles and bicycle riders, the speed at which I travel, and my sense of balance, physical coordination, and ability to control the bicycle or follow directions; and (4) Head, neck, and/or spinal injuries as a result of falling, upset, overturn or collision. I realize that wearing an approved safety helmet may reduce the chance of head, neck or spinal injury and *I agree to wear one while riding.*

Initials

Use of Watercraft: (1) Changing water flow or currents; (2) Natural or manmade objects whether submerged, semi-submerged, floating or overhanging; (3) Inclement weather, varied or severe wind, temperature, and weather conditions; (4) Stability characteristics of my watercraft, and my physical coordination and ability to control the craft or follow directions; (5) Getting into or out of the watercraft; (6) Collision, capsizing or sinking which can result in wetness, injury, exposure, hypothermia, and/or drowning. *I agree to wear a U.S. Coast Guard approved Personal Flotation Device while in or upon the water.*

Initials

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I am at all times fully and solely responsible for my own safety and am fully and solely responsible for the safety and well-being during trips and activities for any minor children for whom I am responsible conducted under the auspices, sponsorship or leadership of the Maryland Ornithological Society (referred to herein as MOS), its officers, agents and members, and in transit to and from such activities.

I acknowledge that MOS volunteers who lead activities, trips, or events are not professional leaders, guides or instructors, and should not be regarded as such. I agree that I am solely responsible for my own safety and for any minor children at all times when participating in activities, and should consider and evaluate my (or, in the case of minor children, his/her/their) ability to handle the conditions present at all times.

In consideration for being permitted to participate in these activities and for other good and valuable considerations, the receipt of which I hereby acknowledge, I AGREE TO:

- RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MOS, MOS trip initiators and leaders, all members of MOS, all trip participants (collectively referred to as RELEASEES) for ALL CLAIMS OF LIABILITY for injury, death, property damage or other losses, causes of action, suits and liabilities of any kind, including the expenses of litigation, court costs and attorney's fees now or in the future, as a result of my participation in these activities or activities incidental thereto, EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.
- RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RELEASEES for any injury, death, property damage or other loss arising from the negligent provision of any medical services following any accident.
- INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability for any injury, death, property damage or other loss I incur EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

ASSUMPTION OF RISK—I acknowledge the dangers in the activities and I voluntarily ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, for myself and for any minor children for whom I am responsible, AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES. I am free of any medical condition that might create undue risk in others or myself who might depend upon me in these activities.

In the event that I and any minor children for whom I am responsible are injured during a MOS activity, I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I agree that this RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that this RELEASE AND WAIVER OF LIABILITY shall be governed by and interpreted in accordance with the laws of the State of Maryland. I agree that if there is any dispute with MOS, it will be resolved by binding arbitration in the State of Maryland, based upon the rules of the American Arbitration Association and Maryland law. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I have carefully read both pages, if someone failed to print the form on two sides) of this agreement and fully understand its contents. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY OF ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING VALUABLE LEGAL RIGHTS. I understand and freely sign this agreement and agree that no oral representations, statements, or inducements have been made apart from the foregoing agreement. This AGREEMENT shall bind my heirs, executors, assigns, legal representatives, and family members.

Participant's Name (printed) \_\_\_\_\_  
Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ e-mail address \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
MOS Member? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Emergency Contact \_\_\_\_\_  
And Telephone Number \_\_\_\_\_

List allergies to plants, insects or medications  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are allergic to insect stings, do you have necessary medication with you?  
\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

List medical conditions or current prescribed medications  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Lenses? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Asthma? \_\_\_\_\_ Yes If Yes, do you have your inhaler with you? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Participant's Signature \_\_\_\_\_ Today's Date \_\_\_\_\_  
Parent's Signature \_\_\_\_\_ Today's Date \_\_\_\_\_  
(if minor is attending)