



RELEASE OF LIABILITY & USE OF IMAGE BY AN ADULT PARTICIPANT

Group: _____ Leaders, if any: _____

Party Size: _____ Activities: _____

Arrival Date: _____ Departure Date: _____

Day Trip Lodging Camping

In consideration of my participation in the above activities (the "Activities") on the Appleton-Whittell Research Ranch of the National Audubon Society ("Audubon"), I state and agree as follows:

I agree and understand that recordings, which may include my image, appearance, voice, name and/or biographical material ("My Likeness") may be made and/or produced during the Activities. I hereby give Audubon permission to use, reproduce, duplicate, broadcast, sublicense, and distribute My Likeness, in any and all media, including but not limited to the Internet, whether now known or hereafter devised, in perpetuity. I agree that I have no claim for compensation, that My Likeness may be used in commercial or advertising materials, that My Likeness may be edited at Audubon's sole discretion, and that I waive any right to inspect or approve the finished version.

I agree that Audubon may use, reproduce, display, make derivative works, sublicense, and distribute any materials I create while participating in the Activities ("Artwork"), or any parts thereof, in any and all media, including on the Audubon website and in Audubon magazine, and permit Audubon to use the Artwork in connection with fundraising appeals. Audubon's license to use the Artwork shall be perpetual, royalty-free and non-exclusive

I agree to follow the instruction of the Activity leader(s). I have been instructed in and understand the use of equipment I am to use. I understand that there are possible dangers associated with the Activities, including, but not limited to, WILDFIRE, VENOMOUS AND POISONOUS ANIMALS, TOXIC PLANTS, WILD AND/OR RABID ANIMALS, AND EXTREME WEATHER CONDITIONS.

I understand that my participation in the Activities may involve sustained strenuous physical activity. 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 understand that while governmental and public health authorities are loosening restrictions, COVID-19 is still present in our communities and participating in the Activities may put me at risk of coming into contact with someone infected with COVID-19. Audubon continues to take necessary precautions to reduce COVID spread, but no public activity can be 100 percent safe. We ask anyone who is feeling unwell or who has had contact with someone diagnosed with COVID-19 to not participate in the Activities until the risk for infection has passed. Unvaccinated persons should continue to wear masks and maintain social distancing, especially when indoors. Activity leaders may still require participants to wear masks and/or maintain social distancing during the Program regardless of vaccine status. By participating in the Activities, I accept the risk that I may be injured or come into contact with pathogens, including the COVID-19 virus.

I agree that I am participating in the Activities at my own risk, and acknowledge that Audubon has made no warranty or representation, expressed or implied, regarding the safety of participating in the Program.



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Accordingly, I expressly release and hold harmless Audubon and its officers, directors, employees, agents, licensees, successors and assigns from and for any and all claims, demands, actions and causes of action 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 Audubon.

This release shall be binding upon me and my heirs, next of kin, executors, administrators and assigns. By signing below, I acknowledge that I have thoroughly read and understand this form and that the statements I have made are all true.

Participant Information:

Participant's Name (print)

Participant's Name (sign)

Date

Emergency Contact Information:

Emergency Contact Name

Emergency Contact Phone Number

CONDUCT AGREEMENT (ALL boxes must be checked for form to be considered complete)

1. I will **respect research** being conducted on the AWRR; I will NOT remove any research materials, including but not limited to traps, nets, flags, temporary markers, papers, maps, study sites, information, or any other physical markings.
2. I will **respect all others on the AWRR** and not behave in a manner that puts at risk the physical or emotional safety of individuals with whom I interact during my stay on the AWRR, including but not limited to researchers, program participants, general visitors, Audubon staff and volunteers, Audubon partners, and agency personnel.
3. I will **limit activities to permitted research and low-impact recreational activities** such as hiking, birding, photography, and wildlife watching. If I am unsure if an activity is permitted, I will ask AWRR staff.
4. I will **stay on designated roads and trails and will not enter restricted areas without permission.**
5. I will **respect the AWRR's roads, wildlife, and neighbors** by driving responsibly. I will **drive no faster than 20mph on the AWRR and 30mph on the adjacent Babacomari Ranch. I will be especially mindful when driving at night or during dusk and dawn** (when wildlife is most active), and I will slow down when appropriate (storms, wet roads, very dry/dusty conditions, etc.)
6. I will **not harass flora or fauna on the AWRR** except for as part of research and with all relevant permits.
7. I will **not disclose the location of any archeological sites or any rare, threatened, or endangered wildlife/plants on AWRR** except to Audubon staff and appropriate state or federal agencies. If sharing images or other documentation of biota lacking protective conservation status, I will obscure location data to reduce the threat of poaching.
8. I understand that **smoking is not allowed in or on Audubon property.** If I choose to smoke while on the AWRR, I will only do so in an enclosed vehicle and I will obey all fire restrictions imposed by all relevant land management agencies.
9. I will **not carry or discharge a firearm** while on/in Audubon property. If I am in possession of a firearm while on/in Audubon property, I will **inform AWRR staff upon my arrival and will store the firearm in a container in my locked vehicle.** I understand that AWRR is posted for 'No Hunting' and that **hunting is not permitted on Audubon property.** If firearms are necessary for research purposes (i.e. invasive species control), these activities must be pre-approved by AWRR staff and will be considered on a case-by case basis.
10. I understand that there are **no pets allowed on the AWRR.**
11. I will **not litter on the AWRR** (or elsewhere!).
12. I understand that there is **no use of open flames on the AWRR** (campfires, camp stoves, etc. Grilling is permitted in designated areas.)
13. I understand that there is **no drone usage on the AWRR** (we are in a no-fly zone due to proximity to airport and Fort Huachuca).



CONDUCT AGREEMENT (ALL boxes must be checked for form to be considered complete)

14. I will **conserve water and energy**, will place all recyclables in designated bins, and will place compost in an outside compost bin. I will not use disposable dishes, glasses, flatware, water bottles etc.

15. I understand that the AWRR does not have trash pickup. If and when possible, I will **pack out all non-recyclable/compostable trash**.

16. I understand that while Wi-Fi is available at the AWRR, **bandwidth is limited and I will not download materials (turn off automatic downloads!), stream content, or take part in other high-usage activities.** (If you need to download materials, participate in a training session, webinar, or zoom, or perform any other high-usage task, please make arrangements with AWRR staff to do so at Headquarters in our Classroom.)

17. I understand that **long distance phone calls are blocked on Research Complex phones** and that to make long distance calls, I will have to use a credit card or my personal cell phone (cell phone boosters are installed at the Bunkhouse and Swinging H).

18. If I use AWRR housing, camping, or other facilities, **I will maintain the cleanliness of common areas, wash my dishes after every meal, and keep all personal items in my assigned area. I will leave things as I found them,** returning any moved furniture to its original location and organizing used linens in a single pile.

19. I understand that any **alcoholic beverages brought on premises are the responsibility of purchaser.** No alcoholic beverages will be supplied to underage guests, all alcohol must be removed/disposed of upon departure, responsible drinking is expected, and any over-consumption may lead to removal from the AWRR.

20. I agree to abide by any additional posted rules.

21. I understand that **by breaking any of the above rules, I risk expulsion from the AWRR.**

I HAVE READ AND WILL COMPLY WITH THE ABOVE CONDUCT.

Participant's Name (print): _____

Participant's Name (sign): _____

Date: _____

Email Address: _____

Vehicle Make, Model & Color: _____