

Colorado Birding Challenge Release and Indemnification Form

In consideration for being permitted to participate in the Colorado Birding Challenge ("COBC") hosted by CFO ("Host") as a team member, driver, volunteer or otherwise, I hereby agree to the following: I acknowledge that participating in the COBC as a team member, driver, volunteer or otherwise, carries inherent risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; injuries, harm or damage arising from the negligence of others; accidents, illness, contact or collision with other participants, vehicles, or other natural or manmade objects; dangers arising from adverse weather conditions; and other undefined harm or damage which may not be readily foreseeable. I expressly acknowledge my full understanding of such risks and assume all of the risks involved in participating in the COBC. I have read, understand and agree to comply with all terms and conditions of participating in the COBC including those outlined in the COBC Registration Information and Fees (Exhibit A), the COBC Rules of Competition (Exhibit B) and the American Birding Association's Principles of Birding Ethics (Exhibit C). Failure of any individual to comply with the terms described above will result in disqualification of the entire team. I understand that alcoholic beverages, illegal drugs or substances, and weapons of any kind are strictly prohibited at the COBC. I agree to allow Host and its designees to use my name, photograph, likeness, or other indicia of my persona for advertising and promotional purposes worldwide, in any medium, to the extent permitted by law, without notice or compensation.

I, HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ANYONE WHO MAY TAKE BY OR THROUGH ME, FULLY RELEASE AND FOREVER DISCHARGE THE HOST AND COBC SPONSORS, ORGANIZERS, PARTICIPANTS, VOLUNTEERS AND PROPERTY OWNERS THAT ARE IN ANY MANNER INVOLVED IN THE COBC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES, ARISING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE COBC, UNDER ANY LEGAL THEORY INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, LAWSUITS, PROCEEDINGS, RECOVERIES, JUDGMENTS, EXECUTIONS, LOSSES, COSTS, PENALTIES, FINES, CONSEQUENCES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS AND EXPENSES AND REASONABLE ATTORNEYS' FEES, AS WELL AS SUCH COSTS, EXPENSES AND FEES AS MAY BE.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE FOREGOING. I REPRESENT AND WARRANT THAT I AM OF SOUND MIND AND THAT MY SIGNATURE BELOW WAS NOT OBTAINED VIA COERCION, DURESS OR OTHER ILLICIT MEANS.

Printed Name: _____

Signature: _____ Date: _____

If under 21, age as of May 8, 2021: _____

Team Name (if applicable): _____

IN ADDITION, THE FOLLOWING MUST BE COMPLETED AND SIGNED BY A PARENT OR LEGAL GUARDIAN OF ANY NON-U.S. RESIDENT WHO IS UNDER 21, ANY RESIDENT OF PUERTO RICO WHO IS UNDER 21, ANY RESIDENT OF ALABAMA OR NEBRASKA WHO IS UNDER 19, AND ANY RESIDENT OF ANY OTHER STATE WHO IS UNDER 18.

I represent and warrant that I am the parent or the legal guardian of the individual who has signed the foregoing agreement, and that I am able to contract in my own name and in the name of that individual. I guarantee his/her performance of all obligations contained in said agreement, and the truthfulness of all information contained therein. By signing below, I acknowledge that I have read or have had read to me and understand the contents of this agreement and agree to be bound by it on behalf of myself and my child.

Printed Name: _____

Signature: _____ Date: _____

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**Email electronic scan or pdf to COBC@cobirds.org, or Mail the completed form to:
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Loveland, CO 80539**