

Colorado Field Ornithologists Participant Event Waiver

CFO Event Participant Obligations

Colorado Field Ornithologists (CFO) offers field trips and other events to its members and to any other interested persons as a means to enjoy birds.

As a participant in any CFO event I will:

- 1. I will abide by the CFO Code of Conduct (cobirds.org/policies)
- 2. Comply with the the directions of the event leads

As a participant in a CFO field trip or other in-person event, I will:

- 1. Stay with the group.
- 2. Notify the trip leader and the driver of the vehicle in which I am riding, if carpooling, of any plans to leave the group.
- 3. Make sure all carpool participants are in the vehicle when we leave any destination.
- 4. Not undertake any endeavor that would endanger my health as I know it.
- 5. Observe all applicable rules of conduct, policy, regulation and law, whether on public or private lands.
- 6. Adhere to the ABA Birder's Code of Ethics.

Assumption of Risk, Waiver, and Release

I agree and acknowledge, as a registrant for this and any other field trip conducted or arranged by CFO in which I may participate, that CFO field trips have the potential to include a variety of risks and dangers. Those dangers may include, but are not limited to, the hazards of vehicular and/or foot and/or other forms of travel; weather, temperature, high winds, flooding, and other forces of nature; and the possibility that an accident or illness could occur in remote places without access to immediate or timely medical treatment or facilities. With knowledge that these or other potential dangers may exist by virtue of my participation in a CFO field trip, I agree that I, not CFO or anyone working for, with, or on behalf of CFO, am responsible for the well-being of myself and any minors who accompany me while on CFO field trips, and for any financial or other costs arising from any injuries or illness to me or any minors who accompany me on any CFO field trip.

In consideration of, and as part payment for the right to participate in such trip and/or in other activities con-ducted or arranged by Colorado Field Ornithologists, I have and do hereby waive, release, and hold harmless Colorado Field Ornithologists, its agents, tour leaders, officers, directors, and any contractors or sub-contractors in connection with such trip from any and all liability, actions, causes of actions, debts, claims, damages, costs, losses, disputes, and liens whatsoever on account of, or in any way arising out of personal injury, loss of life, loss or damage to property, illness, and any consequences thereof, directly or indirectly, resulting from, incident to, in connection with, or arising out of my participation in CFO field trips. The terms hereof shall serve as an assumption of risk, waiver, release, and indemnity for myself, my heirs, executors and administrators, and for all members of my family, including any minors accompanying me on such a trip.

I have read and accept the above Assumption of Risk, Waiver, and Release, which contains the entire and final agreement related to the subject matter hereof. The terms of this document are contractual and not mere recitals. This instrument shall be governed by and construed under the laws of the State of Colorado.