



TERMS & CONDITIONS

Updated August 2020

Programs including Guided Bird Walks, Workshops, & Other Events

SUNRISE BIRDING LLC PROGRAM REGISTRATION & PAYMENT:

Participation in any Sunrise Birding LLC walk, workshop, event, tour or activity is at your own risk. Participants must register in advance for all Sunrise Birding LLC programs including guided walks, workshops, and other events. Preregistration is required so that participants may be notified of any change and so that we can prepare properly for the program. Payment for programs occurs in advance or just before the program begins. Please see the specific information for each program for the payment protocol. Please review the conditions, assumption of risk, and the waiver and releases of liability below prior to registration. **Registration for and/or attendance to any Sunrise Birding LLC program signifies that you are aware of and voluntarily agree to the Terms and Conditions in this document.**

CONDITIONS

Sunrise Birding LLC programs, including guided bird walks and workshops, though not particularly strenuous, are intended for persons in reasonably good health and physical condition. Participants must be capable of walking over uneven terrain and be adequately prepared for the prevailing outdoor conditions. By registering for any Sunrise Birding LLC program, you certify that you are in good health and physical condition and do not have any physical disability, medical condition, or other limitation that would create a hazardous situation for you or other participants. If you have any questions about your ability to take part in any Sunrise Birding LLC activity, please call Sunrise Birding LLC at 1.203.453.6724.

Sunrise Birding LLC reserves the right to make changes in any program whenever conditions warrant. Sunrise Birding LLC is not responsible for expenses incurred by participants in preparing for Sunrise Birding LLC programs. Sunrise Birding LLC reserves the right to decline to accept any person as a member of the group, or to require any participant to withdraw from the program at any time, when such action is deemed by the leader to be in the best interests of the health, safety, or general welfare of the group or of the individual participant.

ASSUMPTION OF RISK

Participation in any Sunrise Birding LLC walk, workshop, event, tour or activity is at your own risk. As with any excursion, participating in Sunrise Birding LLC programs including guided bird walks and workshops involves certain inherent risks and dangers. By way of registration, the participant releases Sunrise Birding LLC and its representatives from all responsibility for damages, injuries, illnesses, deaths, losses, or delays due to any reason whatsoever, and hereby assumes responsibility for all risks and dangers in connection with the program.

WAIVER AND RELEASE OF LIABILITY

With registration and/or participation in a Sunrise Birding LLC program, the participant agrees that Sunrise Birding LLC, and any of its representatives, shall not be liable for any accident, illness, injury, property damage, or personal loss as a result of participation in the program. The participant waives any and all claims for liability against Sunrise Birding LLC or any of its officers or representatives as a result of participation in any Sunrise Birding LLC program. Furthermore, the participant agrees to indemnify and hold harmless from any and all liability to the undersigned, his/her personal representatives, heirs, assigns, and next of kin, for any and all losses, damages, illnesses or injuries or any claim or demand on account of injury to the person or property. The participant acknowledges that his or her agreement to this hold-harmless clause is prerequisite to taking part in any walk, tour, workshop, or event sponsored by Sunrise Birding LLC.

By registering and/or participating in any Sunrise Birding LLC program, the participant acknowledges the contagious nature of the virus that causes COVID-19 and the possibility of exposure to the virus while participating in outdoor activities or programs of any kind. The participant voluntarily assumes the risk that they may be exposed to or infected by the virus that causes COVID-19 while participating in Sunrise Birding LLC programs and acknowledges that such exposure may result in infection, personal injury, illness, permanent disability, and/or death. The participant acknowledges that the risk of becoming exposed to or infected by the virus that causes COVID-19 may result from their own actions, omissions, or negligence or that of others involved in the event. The participant voluntarily assumes all of the foregoing risks and accepts sole responsibility for any injury to themselves including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that they may experience or incur in connection with participation in Sunrise Birding LLC programs.

COVID-19 RELEASE

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Sunrise Birding LLC or any of its agents or representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs and expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Sunrise Birding LLC or its agents and representatives, whether a COVID-19 infection occurs before, during or after participating in Sunrise Birding LLC events and activities.

I have read, understand, and agree to all of the terms and conditions stated above.

FULL LEGAL NAME (PLEASE PRINT)

SIGNATURE

EMAIL

DATE