



# Sunrise Birding LLC & New Haven Bird Club

## Terms and Conditions of Booking

### Responsibilities and Assumption of Risk

#### **Sunrise Birding LLC & New Haven Bird Club PROGRAM REGISTRATION & PAYMENT:**

Participation in any Sunrise Birding LLC & New Haven Bird Club walk, workshop, event, tour or activity is at your own risk. Participants must register in advance for all Sunrise Birding LLC & New Haven Bird Club 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 and & New Haven Bird Club program signifies that you are aware of and voluntarily agree to the Terms and Conditions in this document.

#### **CONDITIONS**

Sunrise Birding LLC & New Haven Bird Club 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 & New Haven Bird Club programs, 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 & New Haven Bird Club activity, please call Sunrise Birding LLC at 1.203.453.6724.

Sunrise Birding LLC & New Haven Bird Club reserves the right to make changes in any program whenever conditions warrant. Sunrise Birding LLC & New Haven Bird Club is not responsible for expenses incurred by participants in preparing for Sunrise Birding LLC & New Haven Bird Club programs. Sunrise Birding LLC & New Haven Bird Club 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 & New Haven Bird Club walk, workshop, event, tour or activity is at your own risk. As with any excursion, participating in Sunrise Birding LLC & New Haven Bird Club programs including guided bird walks and workshops involves certain inherent risks and dangers. By way of registration, the participant releases Sunrise Birding LLC & New Haven Bird Club 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 & New Haven Bird Club program, the participant agrees that Sunrise Birding LLC & New Haven Bird Club 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 workshop. The participant waives any and all claims for liability against Sunrise Birding LLC & New Haven Bird Club or any of its officers or representatives as a result of participation in any Sunrise Birding LLC & New Haven Bird Club 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 & New Haven Bird Club.

By registering and/or participating in any Sunrise Birding LLC & New Haven Bird Club program, the participant acknowledges the contagious nature of the viruses that cause COVID-19 and other illnesses and the possibility of exposure to pathogens 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 pathogens while participating in Sunrise Birding LLC & New Haven Bird Club 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 pathogens 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 & New Haven Bird Club programs.

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

PLEASE PRINT FULL LEGAL NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_