



Event/Program Waiver

I have reviewed and accept the following Terms and Conditions:

Cancellation Policy

If you cancel your registration less than 14 days in advance of the program, your fee will not be refunded.

Programs normally occur rain or shine, except in extreme weather such as lightning or high winds. If a rain date is given, refunds will not be issued for participants unable to attend scheduled alternate dates.

NYC Bird Alliance (formerly NYC Audubon) reserves the right to cancel a program due to insufficient registration, inclement weather, or any other reason. If we do cancel, we will refund any deposits or payments that have been made to NYC Bird Alliance for the program.

Responsibility

We cannot guarantee that all wildlife listed in the program description will be viewed during the event.

NYC Bird Alliance reserves the right to decline to accept or retain any person as a participant of the program.

Waiver/Release/Assumption of Risk

NYC Bird Alliance is a nonprofit corporation under the laws of New York State. Consistent with its mission, NYC Bird Alliance organizes and conducts events, outings, activities, classes, and festivals ("programs") in the five boroughs of New York City.

As used in this agreement, "NYC Bird Alliance" or "we" means collectively the corporate entity New York City Bird Alliance, Inc., its staff, representatives, agents, independent contractors and/or affiliate organizations involved in the selected program, members, leaders, and all others involved in the selected NYC Bird Alliance activity/program on NYC Bird Alliance's behalf.

As used in this agreement, "you" means the person who signs this agreement or on whose behalf this agreement has been executed. If a person under 18 years of age participates, that person's parent or legal guardian must also accept this agreement.

In consideration of the services provided by NYC Bird Alliance and your participation in the selected NYC Bird Alliance program, you AGREE TO AND ACKNOWLEDGE the following:

1. Certain RISKS, HAZARDS, AND DANGERS are inherent in NYC Bird Alliance activities. Such risks, hazards, and dangers may include adverse weather, exposure to insects and animals, uneven terrain, and misjudgments by leaders, volunteers, and/or co-participants. You acknowledge these and other risks, and you ASSUME THE RISKS of participating in the NYC Bird Alliance program and travel to and from the program.
2. If required, you will provide your own appropriate and adequate clothing, equipment, and supplies. You will cooperate with the leader(s) and organizers to achieve a meaningful and safe experience for the group.
3. You hereby RELEASE AND AGREE TO HOLD HARMLESS NYC BIRD ALLIANCE from any and all liability arising out of or resulting from your participating in a NYC Bird Alliance program.
4. You acknowledge that NYC Bird Alliance may produce photographic or video recordings ("images") of programs and may use such images to promote NYC Bird Alliance and its programs. You hereby consent to such images taken of you while engaged with the program. You waive any right of such images including rights of compensation, publicity, privacy or copyright, or review, inspection, or approval.
5. If a court with proper jurisdiction determines that any part of this document is invalid, illegal, or against public policy, the remaining portions thereof shall remain in full force and effect.

I have read this agreement and I understand its terms. I am voluntarily agreeing to this Release, Waiver, and Assumption of Risk Agreement.