



# Bird Banding at Luckiamute State Natural Area

September 25, 2021

## Assumption of Risk, Waiver of Liability & COVID-19 Safety Agreement

### Assumption of Risk and Waiver of Liability

I, the undersigned, enter this Assumption of Risk and Waiver of Liability Agreement (Agreement) on behalf of myself, my personal representatives, next of kin, heirs, successors, and assigns.

I hereby freely, voluntarily, and without duress execute this Agreement under the following terms:

I make this Agreement for the benefit of the Luckiamute Watershed Council, Oregon Parks and Recreation Department, the United States Geological Survey and Oregon State University (collectively the Released Parties), including, without limitation, the Released Parties employees, agents, personal representatives, next of kin, heirs, successors and assigns.

I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate in a Bird Banding Event at Luckiamute State Natural Area in southern Polk County. This will involve the capture and banding of migratory song birds in mist nets set up by research scientists and their team members from USGS and OSU. I understand that my role will be to observe the researchers and their team at work. It is an opportunity to better understand the data and information the researchers are gathering and to see what birds they have been able to capture. To get to the location, I will provide my own transportation and then will need to walk over uneven ground for a mile or more.

I agree that my participation in this Event is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.

I understand that the Event may include dangerous or hazardous activities and that the Event may take place on a location or under conditions that may be dangerous to me.

I accept full personal responsibility for all risks arising from or relating to this Event.

I agree to read, listen to and follow all safety instructions and procedures presented in conjunction with this Event and to use my best judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in this Event if activities become too strenuous, difficult or hazardous for me.

I agree that the activities necessary to participate in the Event have been fully and adequately explained to me and that I am physically and mentally capable of participating in the Event without injuring myself in any manner.

I agree to waive all liability of the Released Parties, discharge them, and covenant not to sue them for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the Event.

I agree that this Agreement shall act as a complete bar against all actions or claims that I might otherwise bring against the Released Parties, including negligence claims, arising from or related to this Event.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.

I understand that a photographer may be present to photograph the activities at the Event and that I may be photographed while participating in the Event. I agree that I will contact the photographer if I do not wish to be photographed. I hereby grant the Released Parties the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included. I hereby release Photographer and his/her legal representatives and assigns and the Released Parties from all claims and liability relating to any such photographs.

**COVID-19 Safety Agreement**

I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms on or before the day of the Event, I agree that I will not attend the Event. I agree to notify the Luckiamute Watershed Council in the event I develop any of these symptoms or test positive for COVID-19 at any time in the 14 days following the event.

I am aware that I must follow the safety and hygiene protocols that have been implemented by the Luckiamute Watershed Council and that will be posted onsite for my review, and which also are available to view on the Luckiamute Watershed Council’s website at <https://www.luckiamutelwc.org/volunteer-safety-guidelines.html>. This includes bringing and wearing a mask at outdoor events when six feet of distance cannot be consistently maintained.

I attest that:

- I have not traveled internationally in the past 14 days
- I have not traveled to a highly-impacted area within the United States in the past 14 days
- I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
- I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities
- I am following recommended guidelines as much as possible – practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, wearing a mask in public spaces and otherwise limiting exposure to the coronavirus.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature