



(Please print legibly. One form per person, per tour. Signature required)

ASSUMPTION OF RISKS & LIABILITY WAIVER AGREEMENT

1. I, the undersigned participant, acknowledge that I have voluntarily decided to take part in this tour knowing that the activities may be hazardous to me or to my property. I understand that the activities of this tour are inherently risky or dangerous, and I may be far from medical care. I am prepared to, and by signing below agree to, assume the risks associated with this tour including (but not limited to): forces of nature and weather hazards, accidents, terrain, transportation, equipment, wildlife, natural hazards, and remote location risks. I assume the risk associated with injury, illness, disease, physical exertion, permanent disability, and even death, knowing that access to evacuation and/or suitable medical care may not be available. By signing this agreement, I agree to take full responsibility, at all times, for my own actions, safety and welfare, including that of all minor children in my care, custody, and control. I understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself.

2. I further represent and warrant that: I am in good physical condition and have no medical conditions that would prevent safe participation; I have disclosed all relevant medical conditions, medications, and physical limitations to Birding Texas and Beyond; I will immediately inform Birding Texas and Beyond of any medical issues that arise during the tour; I understand Birding Texas and Beyond does not provide medical insurance coverage for participants; and I am responsible for obtaining my own medical and travel insurance. I understand that if I falsely represent myself as fit for this tour, I may be removed prior to or during the tour at my own expense.

3. In consideration for receiving permission to participate in a birding tour with Birding Texas and Beyond, LLC ("Birding Texas and Beyond", "Birding Texas & Beyond"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE its owners, officers, agents, representatives, employees, contractors, and affiliated companies (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

4. I further hereby AGREE TO HOLD HARMLESS AND INDEMNIFY the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. It is my expressed intent that this Liability Waiver and

Hold Harmless Clause shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Liability Waiver and Hold Harmless Clause shall be construed in accordance with the state of Texas laws and that any mediation, suit, or other proceeding must be filed or entered into only in the state of Texas and the federal or state courts in Texas. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Assumption of Risks and Liability Waiver Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I understand that this waiver may limit my legal rights; I am at least eighteen (18) years of age and fully competent (OR my parent/legal guardian) has signed below; and I (OR parent/legal guardian) execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

BY SIGNING THIS AGREEMENT, I ALSO ACKNOWLEDGE AND REPRESENT THAT I have read, understand and agree to comply with Birding Texas and Beyond's Terms and Conditions.

Participant Name (Print): _____

Participant Signature: _____

Date: _____