



**SJCA YOUNG BIRDERS
SCHOLARSHIP PROGRAM
WAIVER AND RELEASE**

**WAIVER AND RELEASE FORM
RELEASE OF LIABILITY**

In return for receiving a scholarship under the St. Johns Regional Audubon's Young Birders Scholarship Program ("Young Birders Scholarship Program"), the undersigned **Applicant** (if over 18 years of age), _____ or **Parent/Legal Guardian of the Applicant**, _____, **on behalf of the underage Applicant** _____, (hereafter referred to collectively as "I", "me", or "my") releases and agrees not to sue St. Johns Regional Audubon ("SJRA") or its officers, directors, members, sponsors, agents and affiliates from all present and future claims that may be made by me, the Applicant, his or her family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of the Applicant's participation in any program or event for which the Young Birders Scholarship Program provided funds to the Applicant, wherever, whenever, or however the same may occur.

Furthermore, the Applicant, his or her Parent/Legal Guardian, family, estate, heirs, and/or assigns:

1. Acknowledge that the Applicant is voluntarily participating in any and all programs funded by the SJRA Young Birders Scholarship Program with knowledge of any danger involved and agrees to accept all risks of participation.
2. Agree to indemnify and hold harmless the SJRA for all claims arising out of the Applicant's participation in the Young Birders Scholarship program.
3. Understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Young Birders Scholarship Program take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.
4. Acknowledge that the SJRA has not arranged and does not carry any insurance of any kind for the benefit of the Applicant, his or her parents, guardians, trustees, heirs, executors, administrators, successors and assigns.
5. Represent that the Applicant is in good health and suffers no physical impairment that would or should prevent the Applicant's participation in the Young Birders Scholarship Program.
6. Understand that this document is a contract which grants certain rights to and eliminates any potential liability of the SJRA.

I am the Applicant or the Parent/Legal Guardian of the Applicant. I am of legal age and am freely signing this agreement. I have read this agreement and understand that by signing it, I am giving up legal rights and remedies.

**Signature of the Applicant (if over 18 years of age)
or Parent/Legal Guardian**

Date



PUBLICITY RELEASE

In return for receiving funds from the St. Johns Regional Audubon's ("SJCA") Young Birders Scholarship Program ("Young Birder Scholarship Program") and all related activities, including any activities incidental to such participation ("Applicant Activities"), the undersigned Applicant or Parent/Legal Guardian of the Applicant, as the case may be (hereafter referred to collectively as "I", "me", or "my"), hereby grants to the SJRA, and all officers, directors, agents, employees, respective successors and assigns (collectively, "Authorized Parties"), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Applicant's name, address, voice, photograph and/or likeness, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Young Birders Scholarship Program in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing the SJRA, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation. I further agree that anything derived therefrom will be owned solely by the SJRA. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the SJRA.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Young Birders Scholarship Program takes place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I am the Applicant or the Parent/Legal Guardian of the Applicant. I am of legal age and am freely signing this agreement. I have read this agreement and understand that by signing it, I am giving up legal rights and remedies.

**Signature of the Applicant (if over 18 years of age)
or Parent/Legal Guardian**

Date

