**TO BE COMPLETED BY ALL NON-STAFF GUESTS *BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. Form will be distributed upon booking.***

***PLEASE READ CAREFULLY!***

 **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

**AND**

**RELEASE OF LIABILITY BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 ***Name of Volunteer (the "Releasor")***

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

With respect to the Volunteer's participation in the activities and field programs (the "Program") carried on by **BIRDS CANADA** (the "Releasee"), at and/or connected with Long Point Bird Observatory at Long Point, Ontario or elsewhere, the undersigned Releasor on behalf of him or herself, heirs, executors and legal guardians, hereby acknowledges and agrees as follows:

 1. To assume all risks pertaining to the Program which may include but are not limited to, traveling by boat, back country travel and living, and field work and the use of BIRDS CANADA facilities in field locations from which communications may be difficult and that rescue and medical treatment may be delayed.

 I also acknowledge that the Program may be carried on in areas where there may be some health hazards including a risk of contracting Lyme Disease.

 2. That I have received, read and understood the operations manual provided to me by BIRDS CANADA with respect to its safety and operations rules and regulations pertaining, but not limited to, wearing a government approved personal flotation device while in a watercraft and the health risks associated with and some precautions against contracting Lyme Disease.

 3. That I am not an employee, servant or agent of Birds Canada.

 4. That I will abide by all Federal, Provincial, Municipal or any other law pertaining to said activities participated in by me.

 5. That I hereby waive, release and indemnify BIRDS CANADA and each of the respective directors, officers, employees, servant and agents, professional advisors, independent contractors and consultants and their successors and assigns (the "Releasee") from all manner of actions, suits, loss or injury of every nature and kind arising, including death, from my participation, either directly or indirectly in any Program of the Releasee except to the extent that same were caused by the negligence or default of the Releasee.

 6. I hereby acknowledge that I have been advised by BIRDS CANADA to seek independent legal advice and have had sufficient time and opportunity to do so prior to my executions of this document and I hereby acknowledge that I fully understand the terms of this documents and there has been no representation of fact or opinion, threat or inducement which has affected my decision to execute this document.

7. To the best of my knowledge I have fully disclosed my medical problems and disabilities and dietary restrictions which are listed below:

 8. This document shall be interpreted in accordance with the laws of the Province of Ontario.

 Dated this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

 Cooperator Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Please print name) (Signature)*

\*Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  *(Please print name) (Signature)*

*\*Parent or Guardian if Volunteer is under 18 years of age*

Birds Canada: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Please print name) (Signature)*

Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Please print name) (Signature)*