

Cornell University
Hold Harmless and Release Agreement
Spring Field Ornithology
March 21 through May 13, 2012
Page 1 of 2

1. I agree that my participation in Spring Field Ornithology course and field trips (“course and field trips”) is entirely voluntary.
2. That as a condition of my participation in the course and field trips, I agree, on behalf of myself, my assigns, executors, and heirs, to release, indemnify, and hold harmless Cornell University, and its trustees, officers, agents, and employees from any and all liabilities, personal injuries, property damages, claims, costs or expenses of any nature whatsoever (including reasonable attorney’s fees) arising out of or in any way related to my participation in the course and field trips, including without limitation any act or omission of any third party (rescue squad, hospital, tour operator, etc.) but excepting things which are due to the sole, direct, active, and gross negligence of Cornell University.
3. I understand that neither Cornell University, nor the Cornell Lab of Ornithology provides any Accident or Medical Insurance and that I am required to provide my own Accident and Medical Insurance. I hereby agree that I am financially responsible for all such expenses whatsoever.
4. I understand that all participants are subject to all applicable Cornell University policies and regulations, Cornell Lab of Ornithology guidelines, and all applicable local, state, and federal laws, and that in the event I violate any of these, or engage in behavior which the Cornell Lab of Ornithology considers in its sole discretion to be detrimental to me or to, any other participant, the Cornell Lab of Ornithology shall have the right to dismiss me from the field trip while retaining all payments.
5. I agree that Cornell University may use my name and image from photographs taken during my participation in the Spring Field Ornithology Program for research and educational purposes, via print, web, broadcast or other media, in perpetuity and that all images will remain the property of Cornell University. I further understand that I am not being compensated in any way for the use of my name or image and that I do not have approval over the final product in which it appears. I hereby release Cornell University and all persons acting under its permission or authority from any and all claims or liability arising out of use of my name and image. This release shall bind my heirs, guardians, assigns, and legal representatives.
6. I hereby certify by my signature that I am physically fit and able to participate in the course and field trips. Consistent herewith, I assume responsibility for my own physical fitness and capability to participate and I have taken such steps as I deem are appropriate to assure myself that I am fit and capable of such participation. I further understand that without this release the cost of the trip would have been much higher.
7. I further state that I am cognizant of all inherent dangers of participation and the risks involved (including death) in the course and field trips, and that travel to field trip locations involves potential risk including but not limited to injury in remote areas and automobile accidents. I understand that the field trips may involve the use of personal autos, and that supervision and oversight by Cornell University will be limited. As an adult, I voluntarily assume all risks associated with my participation.
8. I agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the state of New York and that if any portion of the agreement is held invalid by a court of competent jurisdiction, the balance shall notwithstanding continue in full force and effect.

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Page 2 of 2

9. By my signature I acknowledge that I have carefully read and understand this agreement, that I sign this as a free act, that I acknowledge this is the entire agreement between us and that the terms of this agreement are contractual and not merely recital.

Participant Name (print) _____

Address _____

Telephone _____ Email _____

Emergency Contact _____

Emergency Contact Telephone _____

Participant Signature _____