

# RELEASE OF LIABILITY

In consideration of being allowed to collect information and conduct work in the field for Project Prairie Birds, I, \_\_\_\_\_ do hereby release and agree not to hold liable the State of Texas, Texas Parks and Wildlife Department, Texas Partners in Flight, the Gulf Coast Bird Observatory, Raven Environmental Services, Inc., the U.S. Forest Service, the U.S. Fish and Wildlife Service, the Bird Interest Group of Texas, and the agents, employees and officers of those organizations, from any and all actions, causes of action, claims, demands, costs or damages arising from or resulting from property damage, personal injury or death sustained by me which results from participation in Project Prairie Birds, and travel to and from field sites. By this release I intend to bind me, my heirs, executors, and assigns.

I further agree for myself, my heirs, executors, administrators, and assigns, to indemnify and hold harmless the State of Texas, Texas Parks and Wildlife Department, Texas Partners in Flight, the Gulf Coast Bird Observatory, Raven Environmental Services, Inc., the U.S. Forest Service, the U.S. Fish and Wildlife Service, the Bird Interest Group of Texas, and the agents, employees and officers of those organizations, from any liability, action, claim, damage, award, or judgment incurred or suffered by any of those organizations or individuals as a result of any act or omission by me or caused entirely or partly by me.

I understand and agree that I will not be considered an agent or employee of the State, or any of the organizations named above, and I will not be covered by the State or any of those other organizations named above for any workers' compensation, death or disability benefits.

I realize that while I am at a field site, or traveling to or from a field site, I may be placed in positions that are dangerous to my life, health, and property. For example, I understand there is always the chance of injury, death, or property damage due to automobile accident or vandalism. I also understand that conducting work in the field always involves other natural and manmade dangers, including injury or death by falling, snakebite, lightning, drowning, etc. I also understand that in many instances help or medical treatment may not be available, and it is my sole responsibility to get and pay for medical help as needed. I understand and agree that neither the State, the other organizations named above, nor their officers and employees, are obligated to take any steps to protect me, help me, or provide medical treatment, and I hereby release them of any duty to do so. I hereby voluntarily assume all risk of death, bodily injury, and property damage under any circumstances that may arise.

I am 18 years of age or older, of sound mind, and in good health. This release is valid until I cancel it in writing.

\_\_\_\_\_  
Signature of PPB participant  
(or parent/guardian)

\_\_\_\_\_  
Date

