



## Indemnity Waiver and Release of Liability

(Release by Parent or Guardian of a Minor)

I, \_\_\_\_\_ am the parent or legal guardian of \_\_\_\_\_ (the "Minor"), who wishes to participate as an attendee in The Birds on The Brink and Feathered Friends Forever in-house educational tour. In consideration of the "Minor" being permitted by BOTB & FFF to participate as an attendee, I hereby agree that I will assume full responsibility for the death, personal injury, or property damage suffered or sustained by the "Minor" as a result of or in connection with the "Minor's" participation as an attendee. I agree, therefore, to indemnify BOTB & FFF (and its Officers, Employees, Agents, Contractors, and Volunteers) from and against all liability, claims, demands, damages, judgments, and costs for or arising from the death or personal injury of the minor or damage to the "Minor's" property, suffered or sustained by the "Minor" as a direct or indirect result of the "Minor's" participation as an attendee; even if such death, personal injury or property damage arise out of the negligence of BOTB & FFF (or any of its Officers, Employees, Agents, Contractors, and Volunteers). I further agree, for myself and for the "Minor," that neither I nor the "Minor" will make any claims against, sue, attach the property of, or prosecute BOTB & FFF (and its Officers, Employees, Agents, Contractors and Volunteers) for any death, personal injury, or property damage, whatever the cause or place of the event giving rise to the claim, which the "Minor" may suffer or sustain as a result of or in connection with the "Minor's" participation as an attendee. In addition, for myself and the "Minor," I hereby release and discharge BOTB & FFF (and its Officers, Employees, Agents, Contractors, and Volunteers) from all actions, claims or demands that "Minor" or I now have or may hereafter have for any death, personal injury, or property damage arising out of or in connection with the "Minor's" participation as an attendee. This release of liability is intended to discharge in advance, BOTB & FFF (and its Officers, Employees, Agents, Contractors, and Volunteers) from and against any and all liability to the "Minor" or to me to any person claiming under, through or on behalf of either of us arising out of or connected in any way with the "Minor's" participation as an attendee even though that liability may arise out of negligence on the part of BOTB & FFF (and its Officers, Employees, Agents, Contractors, and Volunteers). I further understand that the behavior of parrots is sometimes unpredictable and that some parrots are capable of inflicting serious personal injury or death, as well as extensive property damage. Knowing the risks of handling parrots; nevertheless, on behalf of the "Minor" and myself, I hereby agree to assume those risks and to release, indemnify and hold harmless BOTB & FFF and persons mentioned above who might otherwise be liable to the "Minor" or to me (or the "Minor's" or my heirs or assigns) for damages. It is understood and agreed that this Indemnity, Waiver and Release of Liability is intended to be binding on the "Minor's" and my heirs, distributes, guardians, legal representatives or assigns. I represent that I am over eighteen (18) years of age and am the parent with custody or the legal guardian of the "Minor." I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN INDEMNITY, WAIVER AND RELEASE OF LIABILITY AND A CONTRACT BETWEEN BOTB & FFF, MYSELF, AND I SIGN IT OF MY OWN FREE WILL.

Parent or Guardian \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_