

# 2026



NEW JERSEY  
AUDUBON

## World Series of Birding Release and Indemnification Agreement



**This agreement must be completed by anyone participating in the World Series of Birding on May 9, 2026. It is included in your online registration.**

In consideration for being permitted to participate in the World Series of Birding ("WSB") hosted by the New Jersey Audubon ("Host") as a team member, driver, volunteer or otherwise, I hereby agree to the following:

I acknowledge that participating in the WSB as a team member, driver, volunteer or otherwise, carries inherent risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; injuries, harm or damage arising from the negligence of others; accidents, illness, contact or collision with other participants, vehicles, or other natural or manmade objects; dangers arising from adverse weather conditions; and other undefined harm or damage which may not be readily foreseeable. I expressly acknowledge my full understanding of such risks and assume all the risks involved in participating in the WSB.

I have read, understand, and agree to comply with all terms and conditions of participating in the WSB including those presented in the WSB website, namely the Rules of Competition for 2026 and the other Rules documents for the Level in which I will participate, and the American Birding Association's Code of Birding Ethics. Failure of any individual to comply with the terms describe above will result in disqualification of the entire team.

I understand that alcoholic beverages, illegal drugs or substances, and weapons of any kind are strictly prohibited at the WSB.

I agree to allow Host and its designees to use my name, photograph, likeness, or other indicia of my persona for advertising and promotional purposes worldwide, in any medium, to the extent permitted by law, without notice or compensation.

I, HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ANYONE WHO MAY TAKE BY OR THROUGH ME, FULLY RELEASE AND FOREVER DISCHARGE THE HOST AND WSB SPONSORS, ORGANIZERS, PARTICIPANTS, VOLUNTEERS AND PROPERTY OWNERS THAT ARE IN ANY MANNER INVOLVED IN THE WSB, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS,

(COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES, ARISING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE WSB, UNDER ANY LEGAL THEORY INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, LAWSUITS, PROCEEDINGS, RECOVERIES, JUDGMENTS, EXECUTIONS, LOSSES, COSTS, PENALTIES, FINES, CONSEQUENCES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS AND EXPENSES AND REASONABLE ATTORNEYS' FEES, AS WELL AS SUCH COSTS, EXPENSES AND FEES AS MAY BE INCURRED BY ANY OF THE RELEASED PARTIES IN ESTABLISHING AND ENFORCING ITS RIGHT TO INDEMNIFICATION HEREUNDER) WHICH MAY BE MADE, HAD, BROUGHT OR RECOVERED AGAINST THE RELEASED PARTIES OR ANY OF THEM ARISING FROM OR RELATED TO MY PARTICIPATION IN THE WSB. This agreement shall be governed by and performance construed under the laws of the State of New Jersey without regard to its conflicts of laws provisions. Each party to this agreement hereby agrees that any suit, action or other proceeding of any type whatsoever arising out of this agreement or participation in the WSB shall be heard solely in any state or federal court in the State of New Jersey and any other court in the United States competent to hear appeals from such courts, and each party hereby irrevocably submits to the subject matter and personal jurisdictions of such courts for such purposes. The parties hereto waive their right to trial by jury in any judicial proceeding brought in connection herewith or relating to any breach hereof.

By checking the box below, it represents my signature or the signature of a legal guardian representing a minor\*. In the event that I am the parent or legal guardian of a minor, I acknowledge that I have read and understand the contents of this agreement, and agree to be bound by it on behalf of myself and my child.

Updated November 2025