

WAIVER AND RELEASE OF LIABILITY, CONSENT TO EMERGENCY MEDICAL TREATMENT, AND PHOTOGRAPH CONSENT

THE UNDERSIGNED being (check one) ___ at least 18 years of age (“Falconry Participant”), or ___ younger than 18 years of age and accompanied by a parent/guardian (hereby collectively, the “Young Participant”), requests permission to participate in Observation of Falconry and handling of a raptor (“Activity”) on property privately and publicly owned while being accompanied by members of the Hawkeye Bird and Animal Control, LLC (“HBA”) and acknowledges reading and accepting the following Release, and states as follows:

1. The Undersigned acknowledges receiving and understanding all rules associated with the Activity.
2. The Undersigned fully understands that the Activity is dangerous and wishes to participate in the Activity knowing it to be dangerous. The Undersigned assumes the risks of injury, associated with but not limited to the Activity, outdoors in natural habitat, traversing both natural and man-made terrains, working with dogs, exposure to harmful organisms, Coronavirus Disease 2019 “Covid 19”, interactions with wild animals and changing weather conditions. The Undersigned on behalf of himself/herself, family, heirs, guardians, and legal representatives, accepts and assumes all the risks of injury (including death) to himself/herself or their property.
3. In exchange for being permitted to participate in the Activity, for himself/herself, heirs, guardians, and legal representatives, the Undersigned releases and forever discharges and covenants not to sue the HBA or their agents, independent contractors, employees, and officers (Releasees), from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys’ fees, that he/she may have or that may hereafter accrue to the Undersigned, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by the Undersigned, whether caused by his/her action or negligence or the action or negligence of Releasees or third parties in connection with the Activity. The Undersigned agrees to indemnify and hold Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon his/her participation in the Activity.

4. The Undersigned understands that while participating in the Activity he/she is not considered to be an employee, agent, or representative of HBA and agrees not to hold himself/herself out as such to other persons. He/she also understands that he/she will not be compensated monetarily or otherwise by HBA.

5. The Undersigned understands that when they use their own vehicle during this Activity, they are responsible for the conduct and safety of all passengers. The Undersigned will comply with all laws, safety regulations and registrations associated with hunting and the operation and maintenance of a vehicle. The Undersigned further understands that while participating in the Activity, they are responsible for the actions of their dogs.

6. The Undersigned consents, (if a minor, the undersigned parents or guardians consent) to emergency medical treatment or procedures in the event that he/she is unable to give actual consent and agrees to remain solely responsible for all related costs and expenses, if any, and further agrees (if minor, the undersigned parents or guardians agree) to indemnify, defend, and hold harmless the HBA or Busch from payment and/or liability in connection with the costs and expenses.

7. The Undersigned acknowledges and agrees that should any provision, or portion of provision, word, and/or sentence of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. Further, the Undersigned acknowledges and agrees that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding shall be in the Circuit Court of Palm Beach County, Florida.

8. I, grant permission to HBA and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release HBA and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview or guest lecture, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. THE UNDERSIGNED AGREES THAT HE OR SHE WAS PROVIDED: (1) AMPLE TIME TO SEEK THE

ADVICE OF COUNSEL; AND (2.) AMPLE TIME TO PURCHASE ADDITIONAL INSURANCE PRIOR TO EXECUTING THIS DOCUMENT AND /OR PARTICIPATING IN THE SUBJECT ACTIVITY.

If Falconry Participant under 18 years old:

Name of Falconry Participants (please print) Name of Parent/Guardian (please print)

1. _____

2. _____

Signature of Falconry Participants or Signature of Parent/Guardian

1. _____

2. _____

Address

City/ZIP City/ZIP

Phone Number Phone Number

Emergency Contact: Name and Phone Number Emergency Contact: Name and Phone Number
