Cornell University
Hold Harmless Release Agreement
Spring Field Ornithology
March 24 through May 16, 2010

1. I agree that my participation in Spring Field Ornithology field trips is entirely voluntary.

2. That in consideration of my participation in field trips, I agree, on behalf of myself, my assigns, executors, and heirs, to release, indemnify, and hold harmless Cornell University, and the Cornell Lab of Ornithology and their trustees, officers, agents, and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my participation in the Spring Field Ornithology field trips occurring from March 24 through May 16, 2010 including any act or omission of any third party (rescue squad, hospital, etc.) but excepting things which are due to the sole and gross negligence of Cornell University and the Cornell Lab of Ornithology.

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 Cornell University regulations, Cornell Lab of Ornithology guidelines, laws of the United States, and the laws of New York state, and that in the event of violation of these, or behavior which is considered by the Cornell Lab of Ornithology to be detrimental to the participant, or other participants, the Cornell Lab of Ornithology shall have the right to dismiss the participant from the field trip while retaining all payments.

5. I have read and understand the terms of this Agreement and Release and agree to all terms and conditions on behalf of myself, heirs, representatives, executors, or administrators. I hereby certify by my signature that I am physically fit and able to participate in the 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.

6. I further state that I am cognizant of all inherent dangers of participation and the risks involved (including death) in the field trips, and that travel to stated areas as found on the schedule involves considerable risk such as an automobile accident, that some vehicles are not Cornell University vehicles but rather personal autos, and that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not merely recital, and that I have signed this document as my own free act.

Participant Name (print)  ________________________________________________________________________________

Participant Signature  ____________________________________________________________________________________

Witness  ______________________________________________________________ Date _______________________________