Hawks Aloft, Inc.

Volunteer Liability Waiver

Each volunteer must sign the “Release and Waiver Liability before working on a Hawks Aloft project. Read this waiver very carefully before you sign. This waiver is applicable for 1 year from the date of your signature.

This Release and Waiver of Liability (Release) signed on the ________ day of ________, 20__, by ___________________________________________ in favor of Hawks Aloft, Inc., Albuquerque, New Mexico, a nonprofit corporation organized and existing under the laws of the State of New Mexico, its directors, officers, employees and agents. I, ________________________________________, desire to work as a volunteer for Hawks Aloft, Inc. and engage in the activities related to being a volunteer for one or more projects.

I, the Volunteer __________________________________, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release: The Volunteer releases and forever discharges and holds harmless Hawks Aloft, Inc. and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may arise from the Volunteers’ work at Hawks Aloft, Inc. The Volunteer understands and acknowledges that this Release discharges Hawks Aloft with respect of bodily injury, personal injury, illness, death or property damage that may result from the participation in any Hawks Aloft projects. It is also understood that Hawks Aloft, Inc. does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance in the event of injury, illness, death, or property damage.

2. Insurance: The Volunteer understands that we expressively waive any such claim for compensations or liability on the part of Hawks Aloft beyond what may be offered freely by the representative of Hawks Aloft in the event of such injury or medical expense.

3. Medical Treatment: The Volunteer hereby releases and forever discharges Hawks Aloft from any claim which may arise, or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during Volunteers’ or minor’s time with Hawks Aloft.

4. Assumption of Risk: The Volunteer understands that the time with Hawks Aloft may include activities that may be hazardous to them including, but not limited to back-country hiking, and transportation to and from study-sites. As the Volunteer, I hereby expressly assume the risk of injury or harm in these activities and release Hawks Aloft from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteers’ time at Hawks Aloft.

5. Photographic Release: As the Volunteer, I grant and convey unto Hawks Aloft all rights, titles, and interest in any, and all photographic images and video or audio recordings made by Hawks Aloft during the work with Hawks Aloft.

6. Other: As the Volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, in the United States of America; and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. I agree that in the event that any clause or
provision of this Release shall be held to be valid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

To express my understanding of the Release, I sign here:

Printed Name__________________________________________________________

Signature________________________________________________ Date________________

Emergency Contact:

Name________________________________________________ Relation________________

Phone_____________________________________________________________________

Covid-19 Vaccination Status:

All participants are required to be fully vaccinated against Covid-19. By signing my name below, I affirm that I am fully vaccinated against Covid-19 and affirm that I am providing accurate and truthful information.

Printed Name__________________________________________________________

Signature________________________________________________ Date________________