

## The Irma Lewis Seguin Outdoor Learning Center

Contact us:

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*Our mission is to provide education through experience for all ages in a natural setting.*

### Bird Viewing Friend of ILSOLC Terms of Use Agreement

As a Bird Viewing Friend, I agree to the following:

- Entry to ILSOLC upon and use of any portion of the ILSOLC premises at your own risk. As a Bird Viewing Friend, respect the designated recommended bird viewing areas.
- Have on file at the ILSOLC, an annually completed and signed Release of Liability and Indemnity Agreement for each person in your party, and a completed signed copy of Bird Viewing Friend of ILSOLC Terms of Use Agreement.
- Indemnify and save the ILSOLC harmless from and against all claims for damage to personal property and/or for injury to or death of persons arising from use of the ILSOLC premises.
- Upon arrival, sign in at the Birders' Welcome Desk at the front porch of the Environmental Science Building. Leave a suggested donation of \$10 in the donation box. Bird viewing access will be November 1 - May 30, Monday – Saturday, 8:00 am – 5:00 pm.
- Be responsible for providing appropriate supervision for all minor children in your care. The ILSOLC recommends direct supervision at all times and a maximum of child to adult ratio of 4:1.
- Be liable for and, upon demand, immediately pay for all repairs and/or replacements of ILSOLC property that is damaged, destroyed, lost, or stolen/missing by you or your party.
- Follow these safety precautions while on ILSOLC Premises:
  1. Wear closed toed shoes at all times
  2. Stay off and clear of all Ropes/Challenge Course Elements
  3. No wading or swimming in the pond or creek
  4. Do not use **ANY** part of the Seguin Mountain Bike Skills Park, Shooting Ranges or Archery Ranges for bird viewing.
  4. Do not move or use **ANY** of the ILSOLC equipment including but not limited to: bikes, canoes, kayaks, shooting sports ranges, etc.
- Refrain from bringing glass containers and glass products onto the premises of ILSOLC, unless prior approval has been granted by the ILSOLC Office Staff.
- Exhibit acceptable conduct and dress while on the premises, ILSOLC reserves the right to ask anyone to leave and/or cancel memberships if behaviors are deemed inappropriate.
- Refrain from the use of drugs, alcohol, tobacco, or illegal activity on the ILSOLC premises.
- Observe posted speed limits, property barriers, and park in designated areas only.
- The ILSOLC may change specific Terms of Use Agreement as necessary, notice of changes will be sent to members by US Mail.

# Bird Viewing Friend Application and Terms of Use Agreement

Please complete annually and leave at the Birder Welcome Desk.

I have read, understand and agree to all of the above Terms of Use for Bird Viewing Friend of ILSOLC.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

As a Bird Viewing Friend of ILSOLC, I am interested in the following: (please circle all that apply)

Birding	Gardening	Educational Programs
Volunteering	Hiking/Biking Trails	Ropes Challenge Course
Fundraising	Curriculum Development	Marketing Communications
Community Events	Administrative/Office	Grant Writing
Financial Contributions	Shooting Sports	Grounds/Facility Maintenance
Summer Camp Counselor	Counselor In Training	Other: _____



**SEGUIN OUTDOOR LEARNING CENTER  
WAIVER OF FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Name of Bird Viewing Friend of ILSOLC: \_\_\_\_\_

Name of Parent/Guardian/Volunteer: \_\_\_\_\_

Date(s) this INDIVIDUAL OR GROUP/ORGANIZATION will be at the Seguin Outdoor Learning Center:

January 1, 2021 – December 31, 2021

The undersigned, being at least 18 years of age, on behalf of myself if I am participating or if for a Minor, hereby represents that he/she is the parent or guardian of \_\_\_\_\_ (hereafter referred to as the "Child") and, in exchange for the Seguin Outdoor Learning Center, (hereafter referred to as SOLC) making these facilities and services available to me and/or the Child, hereby CONTRACTS AND AGREES AS FOLLOWS:

I RECOGNIZE that there are RISKS in any experience, adventure, sport or activity associated with the outdoors. I am FULLY AWARE of the possible RISKS and DANGERS inherent in participating in the activities offered by SOLC, including, BUT NOT LIMITED TO: archery, mountain biking, ropes/challenge courses, rock climbing, canoeing, fishing, use and safety of firearms, hiking, backpacking, camping, outdoor cooking, nighttime activities, exposure to wild and domestic animals, abrupt weather changes and the unexpected occurrences of activities conducted in natural surroundings. Accordingly, I and the Child understand that I and the Child must exercise caution and common sense at all times and anticipate the unexpected.

Knowing of the possible RISKS, DANGERS and RIGORS required, that are NOT LIMITED to those listed above, by my signature below, I EXPRESSLY ACCEPT THESE RISKS, DANGERS and INHERENT RISKS for myself and for any Child for whom I am signing. I ASSUME FULL RESPONSIBILITY FOR PERSONAL INJURY, INCLUDING DEATH, to myself and/or the Child and for loss or damage to personal property as a result of participating in SOLC activities or because of the inherent risks and dangers of nature or animal activities. I understand that the SOLC property is in a "natural" state and NOT CONTINUOUSLY MAINTAINED OR PATROLLED and that it is my responsibility to deal with any accident or emergency situation. I UNDERSTAND AND ACCEPT that response time to any accident could be lengthy.

For myself and any Child for whom I am signing, the undersigned agrees and understands that SOLC activities may be HAZARDOUS ACTIVITIES which may result in INJURY or DEATH to me or any Child during my/his/her participation. I also understand that the best efforts of the SOLC CANNOT PREVENT injury. Natural and man made risks exist and accidents do occur. PARTICIPATION in SOLC ACTIVITIES DOES NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN OUTDOOR, CHALLENGE, AND NATURE RELATED ACTIVITIES.

Therefore, in consideration of SOLC making the facilities and activities available I HEREBY FULLY RELEASE on behalf of myself and/or my Child and PROMISE NOT TO SUE and AGREE TO INDEMNIFY and HOLD HARMLESS SOLC, its agents, employees and all related entities from ANY AND ALL LIABILITY FOR INJURIES, DEATH OR DAMAGE while on SOLC premises, including but not limited to, any and all RESULTING FROM NEGLIGENCE. In addition, I personally and on behalf of my Child RELEASE the SOLC, its agents, employees, and all related entities for any consequential damages, even if CAUSED BY NEGLIGENCE, which may arise from injury to persons or property.

In addition, any undersigned parent/guardian signing below represents to SOLC that they have the AUTHORITY to enter into this contract on behalf of said CHILD and on behalf of ANY OTHER PARENT OR GUARDIAN of said Child and AGREES TO DEFEND and INDEMNIFY SOLC from any and all claims brought on behalf of the undersigned or said Child or any other parent/guardian thereof, even after the Child has attained maturity, or for any third parties injured by the Child, and HOLD SOLC, its representatives, agents, affiliates, officers, directors, servants, and employees HARMLESS from any claim, legal action, harm, injury, damages, or loss to person and/or property.

