

**RELEASE OF LIABILITY & USE OF IMAGE
BY AN ADULT PARTICIPANT**

Program: _____ Site: _____
Program Leader(s): _____ Date of Participation: _____

In consideration of my participation in the Southwest Monarch Study (SWMS) program identified above (the "Program"), I state and agree as follows:

I agree and understand that photographs, which include my image, taken at the Program may be used in SWMS's publications for SWMS's advertising, publicity, commercial or other business purposes. I hereby give SWMS permission to duplicate and distribute the photographs, or any parts thereof which include my image, in perpetuity in any manner and in any and all media, including the Internet, whether known now or hereafter devised. I waive any right to inspect or approve the finished version(s).

I agree to follow the instruction of the Program Leader(s) named above. I have been instructed in and understand the use of equipment I am to use. I understand that there are possible dangers associated with the Program, including but not limited to, snake bites, falls, and general hiking hazards. I understand that my participation in the Program may involve sustained strenuous physical activity. I am in good health and am aware of no physical problem or condition that will limit or interfere with my ability to participate in the Program.

I agree that I am participating in the Program at my own risk, and acknowledge that SWMS has made no warranty or representation, expressed or implied, regarding the safety of conducting the Program.

I expressly release and hold harmless SWMS and its officers, directors, volunteers, and agents from and for any and all claims, demands, actions and causes of action whatsoever for (i) libel, defamation, invasion of privacy or right of publicity arising from SWMS's use of my appearance, name, likeness, voice and biographical information, including but not limited to, the distribution, reproduction or broadcast of the photographs (or any part thereof) or (ii) any loss, damage or injury to person or to property suffered or incurred by me in connection with the Program or any aspect of it, including, but not limited to, any transportation arranged by, paid for, or provided by SWMS.

This release shall be binding upon me and my heirs, next of kin, executors, administrators and assigns. By signing below, I acknowledge that I have thoroughly read and understand this form and that the statements I have made are all true.

Participant's Name (print)

Participant's Name (sign)

Date