

Exhibit D

INSTRUCTIONS: This agreement must be completed by anyone participating in the World Series of Birding on May 12, 2018. It is included in your online registration; paper copies are only required for teams who file a paper registration. Please return this form along with your entry application (if applicable) by APRIL 20, 2018 to: New Jersey Audubon's World Series of Birding, Center for Research and Education, 600 Route 47 North, Cape May Court House, NJ 08210.



World Series of Birding RELEASE AND INDEMNIFICATION Agreement

In consideration for being permitted to participate in the World Series of Birding ("WSB") hosted by the New Jersey Audubon ("Host") as a team member, driver, volunteer or otherwise, I hereby agree to the following:

I acknowledge that participating in the WSB as a team member, driver, volunteer or otherwise, carries inherent risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; injuries, harm or damage arising from the negligence of others; accidents, illness, contact or collision with other participants, vehicles, or other natural or manmade objects; dangers arising from adverse weather conditions; and other undefined harm or damage which may not be readily foreseeable. I expressly acknowledge my full understanding of such risks and assume all of the risks involved in participating in the WSB.

I have read, understand and agree to comply with all terms and conditions of participating in the WSB including those outlined in the WSB Registration Information and Fees (Exhibit A), the WSB Rules of Competition (Exhibit B) and the American Birding Association's Principles of Birding Ethics (Exhibit C). Failure of any individual to comply with the terms described above will result in disqualification of the entire team.

I understand that alcoholic beverages, illegal drugs or substances, and weapons of any kind are strictly prohibited at the WSB.

I agree to allow Host and its designees to use my name, photograph, likeness, or other indicia of my persona for advertising and promotional purposes worldwide, in any medium, to the extent permitted by law, without notice or compensation.

I, HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ANYONE WHO MAY TAKE BY OR THROUGH ME, FULLY RELEASE AND FOREVER DISCHARGE THE HOST AND WSB SPONSORS, ORGANIZERS, PARTICIPANTS, VOLUNTEERS AND PROPERTY OWNERS THAT ARE IN ANY MANNER INVOLVED IN THE WSB, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES, ARISING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE WSB, UNDER ANY LEGAL THEORY INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, LAWSUITS, PROCEEDINGS, RECOVERIES, JUDGMENTS, EXECUTIONS, LOSSES, COSTS, PENALTIES, FINES, CONSEQUENCES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS AND EXPENSES AND REASONABLE ATTORNEYS' FEES, AS WELL AS SUCH COSTS, EXPENSES AND FEES AS MAY BE

continued on back

Retain a copy for your files.

World Series of Birding RELEASE AND INDEMNIFICATION Agreement

continued from front

INCURRED BY ANY OF THE RELEASED PARTIES IN ESTABLISHING AND ENFORCING ITS RIGHT TO INDEMNIFICATION HEREUNDER) WHICH MAY BE MADE, HAD, BROUGHT OR RECOVERED AGAINST THE RELEASED PARTIES OR ANY OF THEM ARISING FROM OR RELATED TO MY PARTICIPATION IN THE WSB.

This agreement shall be governed by and performance construed under the laws of the State of New Jersey without regard to its conflicts of laws provisions. Each party to this agreement hereby agrees that any suit, action or other proceeding of any type whatsoever arising out of this agreement or participation in the WSB shall be heard solely in any state or federal court in the State of New Jersey and any other court in the United States competent to hear appeals from such courts, and each party hereby irrevocably submits to the subject matter and personal jurisdictions of such courts for such purposes. The parties hereto waive their right to trial by jury in any judicial proceeding brought in connection herewith or relating to any breach hereof.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE FOREGOING. I REPRESENT AND WARRANT THAT I AM OF SOUND MIND AND THAT MY SIGNATURE BELOW WAS NOT OBTAINED VIA COERCION, DURESS OR OTHER ILLICIT MEANS.

[PLEASE COMPLETE EVEN IF YOU ARE A MINOR]

Printed Name: _____

Signature: _____

Date: _____

Age if under 21: _____

Team Name (if applicable): _____

- Bird Conservation Challenge: Level I
- NJ Audubon Ambassador Challenge: Level II
- Zeiss Youth Challenge: Level III
- Senior Challenge: Level IV

IN ADDITION, THE FOLLOWING MUST BE COMPLETED AND SIGNED BY A PARENT/LEGAL GUARDIAN OF ANY NON-U.S. RESIDENT WHO IS UNDER 21, ANY RESIDENT OF PUERTO RICO WHO IS UNDER 21, ANY RESIDENT OF ALABAMA OR NEBRASKA WHO IS UNDER 19, & ANY RESIDENT OF ANY OTHER STATE WHO IS UNDER 18.

I represent and warrant that I am the parent or the legal guardian of the individual who has signed the foregoing agreement, and that I am able to contract in my own name and in the name of that individual. I guarantee his/her performance of all obligations contained in said agreement, and the truthfulness of all information contained therein. By signing below, I acknowledge that I have read or have had read to me and understand the contents of this agreement, and agree to be bound by it on behalf of myself and my child.

Name of Parent / Guardian (Please Print)

Relationship to Minor

Signature of Parent / Guardian

Date

Retain a copy for your files.