

**FREE FLIGHT RELEASE, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT**

In consideration for being permitted to take part in an interactive program presented by LibertyWings regarding training parrots to “free fly,” I, on behalf of my heirs, assignees and personal representatives, agree to release, discharge and indemnify LibertyWings and its officers, directors, agents and employees, as set out herein:

I expressly acknowledge that engaging in free flight involves risk that my bird(s) may be injured, lost or killed, that I or my bird(s) may be injured by a fellow participant’s bird(s) or I or my birds may become ill by contact with fellow participants or their birds. I acknowledge that LibertyWings makes no representations or warranties regarding the success of my free flight efforts. I further acknowledge that the free flight program will take place outdoors on varied terrain and as such presents risks of falling, injury, exposure to the elements and wildlife. Notwithstanding these risks I voluntarily choose to participate in the free flight program and accept all risks associated with doing so.

I hereby waive, on my behalf and on behalf of anyone who claims to act on my behalf, any and all rights and claims for damages, losses, injury and any other action whatsoever, which I may have or which may arise against LibertyWings, or its agents, employees, directors or officers, for any loss or injury of any kind whatsoever I or my bird may suffer as a result of participating in the free flight program.

On behalf of myself and my executors, administrators, assignees and heirs, I hereby expressly Release LibertyWings and its agents, employees, directors and officers from any and all such claims.

If I or my parrot shall injure anyone, or damage another’s property, I agree to indemnify, hold harmless and defend LibertyWings from and against any and all suits, claims or actions, including all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with me or my bird(s) activities.

This agreement and any matter arising out of the free flight program shall be construed and interpreted in accordance with the laws of the State of Oregon, and any lawsuit pertaining to this agreement shall only be filed in the Multnomah County Circuit Court, Portland, Oregon, to the exclusion of all other Courts.

I UNDERSTAND THAT THIS DOCUMENT AFFECTS MY LEGAL RIGHTS. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE I SIGNED IT.

Signature Printed Name
Address:

Date Signed: _____