Crooked Skies Falconry LLC

Release of Liability, Assumption of Risk, Indemnity, and Media Release

Lynden, WA 98264

1. Consideration and Scope of Activity

In consideration of the right to participate in or attend any falconry demonstration, educational program, private experience, public exhibition, hands-on encounter, bird handling activity, field activity, or related event offered by Crooked Skies Falconry LLC (the "Activity"), I knowingly and voluntarily enter into this Release of Liability, Assumption of Risk, Indemnity, and Media Release (this "Agreement").

This Agreement applies to my participation in the Activity, my presence at any Activity location, and travel to, from, or during any Activity-related event.

2. Release of Liability

For myself, my heirs, executors, administrators, assigns, and personal representatives, I hereby waive, release, and forever discharge Crooked Skies Falconry LLC, together with its affiliates, managers, members, officers, directors, employees, agents, contractors, instructors, handlers, volunteers, representatives, attorneys, insurers, predecessors, successors, and assigns, as well as any landowners, property owners, lessors, venue hosts, or location providers where the Activity takes place (collectively, the "Released Parties"), from any and all claims, demands, causes of action, damages, losses, expenses, or liabilities of any kind arising from or relating to my participation in or attendance at the Activity, including claims for physical injury, psychological injury, illness, paralysis, death, property damage, economic loss, emotional distress, or any other loss, to the fullest extent permitted by law.

3. Falconry-Specific Risks and Assumption of Risk

I understand and acknowledge that falconry activities involve direct and indirect contact with live birds of prey, including hawks, falcons, eagles, owls, and other raptors. I understand that such birds remain wild animals despite training and that their behavior, movement, flight path, reactions, and responses cannot be guaranteed.

I understand that risks may include, without limitation: scratches, punctures, bites, talon injuries, wing strikes, falls, slips, trips, uneven terrain, allergic reactions, exposure to feathers or dander, zoonotic disease exposure, insects, plants, weather conditions, dehydration, temperature extremes, equipment-related injuries, property damage, injuries caused by other participants or spectators, and injuries arising from the flight, landing, retrieval, or escape of birds.

I voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, associated with the Activity, including risks arising from my own actions or inactions, the actions or inactions of others, conditions at the Activity location, travel conditions, weather, terrain, equipment, and the inherent unpredictability of live animals.

4. Wild Animal Behavior Disclaimer

I acknowledge that the birds used in demonstrations are live raptors and remain wild animals despite training. Crooked Skies Falconry LLC and its personnel cannot guarantee the behavior, flight path, reactions, or actions of any bird at any time. I understand that birds may fly beyond the demonstration area, become temporarily unavailable, refuse to perform, or interrupt or alter scheduled activities. Such occurrences are inherent risks of falconry activities and shall not, by themselves, constitute negligence by Crooked Skies Falconry LLC.

5. Compliance with Instructions and Safety Rules

I agree to follow all instructions, safety rules, boundaries, and directions given by Crooked Skies Falconry LLC and its representatives before, during, and after the Activity. I agree not to touch, approach, feed, startle, distract, chase, or interfere with any bird unless specifically instructed to do so by authorized staff.

I understand that failure to follow instructions may result in immediate removal from the Activity without refund. Crooked Skies Falconry LLC reserves the right to deny or terminate participation at any time if, in its sole discretion, a participant or spectator poses a safety risk to themselves, others, staff, property, or the birds.

6. Participant Certification

I certify that I am physically and mentally capable of participating safely in the Activity. I certify that I am not under the influence of alcohol, illegal drugs, or any medication or condition that would impair my ability to follow instructions or participate safely. I agree to disclose any allergies, medical conditions, physical limitations, fear of animals, or other circumstances that may affect my safe participation before the Activity begins.

7. Minors, Family Members, Guests, and Spectators

If I bring or supervise any minor child, family member, guest, invitee, or spectator, I accept responsibility for ensuring that such person follows all safety instructions and remains within designated areas. I agree that this Agreement applies to claims arising from the presence or participation of any minor child, family member, guest, invitee, or spectator accompanying me, to the fullest extent permitted by law.

8. Medical Care and Insurance

If I require medical care or treatment as a result of the Activity, I agree to be financially responsible for all costs incurred. I understand that I should carry my own health insurance. I authorize Crooked Skies Falconry LLC and its representatives to seek emergency medical assistance if they reasonably believe such assistance is necessary, but I understand they have no duty to provide medical care.

9. Property and Equipment Damage

I agree to reimburse Crooked Skies Falconry LLC for damage to equipment, birds, transport enclosures, gloves, perches, telemetry equipment, educational displays, facilities, vehicles, or other property caused by my willful actions, negligence, recklessness, misuse of equipment, or failure to follow instructions.

10. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, suits, demands, damages, losses, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and court costs, arising from or relating to my participation in or attendance at the Activity, including claims against any landowner or venue host providing property for the Activity, my breach of this Agreement, my failure to follow instructions, my negligent or wrongful conduct, or claims brought by or on behalf of any minor child, family member, guest, invitee, or spectator accompanying me.

11. Outdoor Conditions, Weather, and Activity Changes

I understand that Activities may occur outdoors and may be affected by wind, rain, snow, sun, heat, cold, uneven ground, mud, insects, vegetation, and other natural or environmental hazards. I understand that Crooked Skies Falconry LLC may postpone, modify, shorten, relocate, or cancel an Activity if weather, bird welfare, safety, legal restrictions, or other circumstances make such action appropriate.

12. Errors or Acts of Others

I acknowledge that Crooked Skies Falconry LLC and its directors, officers, employees, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any third party or entity conducting, hosting, sponsoring, producing, or providing a location for any specific event or Activity on behalf of or in cooperation with Crooked Skies Falconry LLC, except to the extent liability cannot be released under applicable law.

13. Media Release

Please initial one option:

☐	Yes, Crooked Skies Falconry LLC may photograph, videotape, record, or otherwise capture my name, image, voice, likeness, and participation during the Activity and may use such materials for educational, promotional, advertising, website, social media, and commercial purposes without compensation.
☐	No, Crooked Skies Falconry LLC may not intentionally photograph or record me for promotional purposes. I understand incidental background appearance in crowd or public-event imagery may not always be preventable.

If “Yes” is selected, I grant Crooked Skies Falconry LLC a perpetual, worldwide, royalty-free right to use, reproduce, publish, display, distribute, and edit such materials in any media now known or later developed, subject to applicable law.

14. Governing Law; Venue; Mediation

This Agreement shall be governed by the laws of the State of Washington, without regard to conflict-of-law principles. Any action arising from or relating to this Agreement or the Activity shall be brought exclusively in the state or federal courts located in Whatcom County, Washington, unless applicable law requires otherwise. Before filing litigation, the parties agree to attempt good-faith mediation, unless emergency injunctive relief is reasonably necessary.

15. Severability and Interpretation

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. If a court determines that any provision is overbroad, the provision shall be limited or modified to the minimum extent necessary to make it enforceable while preserving the parties’ intent.

This Agreement is intended to be interpreted as broadly as permitted by Washington law. It was entered into voluntarily and without duress or coercion. I acknowledge that I have had the opportunity to ask questions before signing.

16. Electronic Signatures and Copies

Electronic signatures, scanned signatures, and electronically executed copies of this Agreement shall be deemed originals and shall be fully enforceable to the same extent as a manually signed original.

17. Emergency Contact

Emergency Contact:	_____
Relationship:	_____
Telephone:	_____

18. Participant Acknowledgment and Signature

I affirm that I am 18 years of age or older, that I have read this Agreement, that I understand its contents, and that I am signing it freely and voluntarily. I understand that this is a release of liability and a contract.

Participant Name:	_____

Participant Address:	_____
Telephone / Email:	_____
Signature:	_____
Date:	_____

19. Parent / Guardian Waiver for Minor Participant

If the participant is under 18 years of age, a parent or legal guardian must complete this section. I certify that I am the parent or legal guardian of the minor named below. I consent to the minor's participation in the Activity and, on behalf of myself and the minor to the fullest extent permitted by law, agree to the terms of this Agreement.

Minor Participant Name:	_____
Parent / Guardian Name:	_____
Relationship to Minor:	_____
Parent / Guardian Signature:	_____
Date:	_____