

ACKNOWLEDGEMENT OF RISK AND WAIVER FOR ALL PARTICIPANTS

Welcome to the Ocean Institute! We want you and everyone to have a memorable and safe experience.

Participation in activities at the Ocean Institute involves exposure to environments, vessels, facilities, and programs that are unique and different from your usual surroundings and activities. These activities involve many inherent risks, dangers, and hazards and everyone must exercise caution at all times in order to avoid or minimize the risk of damage, injury, disability, or death.

Examples of these risks, dangers, and hazards include, without limitation: (a) walking and standing surfaces that may be wet, slippery, moving, irregular, unstable, and rough; (b) unprotected openings or hatches into which someone could fall; (c) areas of low visibility or complete darkness, and areas with irregular lighting; (d) falling objects or equipment; (e) low ceilings or overhead obstructions; (f) ropes, chains, and other items that could strike, entangle or trip participants; (g) extreme and variable physical, weather, and ocean conditions, including darkness, sun glare, storms, and hot and cold temperatures; (h) vessels, docks, buildings, ladders, and stairs from which someone could fall; (i) vessels and docks that could pitch, roll, capsize, flood, collide, or sink; (j) gaps between a vessel and a dock that could open or close suddenly and unpredictably; (k) possible encounters with wildlife and plants, some of which may be hazardous; and (l) unavailability of medical attention and treatment.

BY SIGNING BELOW, NOTWITHSTANDING THE RISK, YOU ACKNOWLEDGE THAT YOU ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN ALL ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OCEAN INSTITUTE OR OTHERWISE.

If you attend Ocean Institute activities, then you must exercise caution at all times to protect yourself and others from these risks, dangers and hazards. You are responsible for children or other participants under your supervision, and you must inform them of these risks, dangers, and hazards and ensure their compliance with all safety rules, supervise their conduct and take reasonable steps to prevent harm. Parents or guardians who are not present during the activities remain responsible for reviewing this information with their child(ren) in advance and ensuring they understand and comply with all safety instructions.

Program Information:

School or Group: _____

Ocean Institute Program Name: _____ Program Date: _____

Participant First Name: _____ **Last Name:** _____

Date of Birth: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (under 18 at time of signing):

Guardian Name: First: _____ Last: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

You covenant not to make or bring any such claim against the Ocean Institute and forever release and discharge the Ocean Institute from liability under such claims. This waiver applies to all claims or causes of action arising out of or related to participation in Ocean Institute activities, whether occurring before, during, or after the guided tour, and regardless of whether such claims are based on tort, contract, statute, or otherwise.

In the event of an emergency, you authorize Ocean Institute staff to obtain medical care for you and agree to be financially responsible for any such care. You acknowledge that immediate or advanced medical services may not be readily available at the activity location, and you voluntarily accept such risk.

BY SIGNING BELOW, YOU, ON BEHALF OF YOURSELF AND ANY SUCH PERSONS, EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPTED THE RISKS, DANGERS AND HAZARDS DESCRIBED IN THIS DOCUMENT; ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF INJURY, DAMAGE, LOSS, ILLNESS, OR DEATH, WHETHER FORESEEN OR UNFORESEEN, ASSOCIATED WITH MY PARTICIPATION OR THE PARTICIPATION OF MY CHILD(REN) IN OCEAN INSTITUTE ACTIVITIES; AND IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS OR LIABILITIES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF ANY WAY RELATED TO PARTICIPATION IN OCEAN INSTITUTE ACTIVITIES, AGAINST THE OCEAN INSTITUTE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND INSURERS FOR DAMAGE, INJURY, ACCIDENT, ILLNESS, OR DEATH OCCURRING DURING OR AS A RESULT OF SUCH ACTIVITIES.

Additionally, I authorize the use of photos and/or video footage taken of me and others under my care by the Ocean Institute for its promotional purposes, without compensation.

Yes ____ No ____

Signature: _____ Date: _____