



Field School

Research · Education · Exploration

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____, hereby affirm I am voluntarily engaging in the recreational activities planned for my trip with Field School Scientific Training LLC, which activities may include, but are not limited to, scuba diving, snorkeling, boating, and collecting scientific data from potentially dangerous marine organisms, including (but not limited to) sharks.

If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that scuba diving (as well as snorkeling and freediving) have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, freediving, boating, and collecting scientific data from potentially dangerous marine organisms.

I understand and agree that neither **Field School Scientific Training, LLC** dba Field School, nor the owners, officers, employees, agents, contractors, or assigns of the above-listed entity (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, death or other damages to me, or to my family, estate, heirs, or assigns, that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that Field School is not responsible for any accident or medical expenses I may incur, and that Field School does not provide me with any kind of accident or medical insurance. I further understand that, for these reasons, Field School strongly recommends that participants purchase independent accident or medical insurance before the trip begins.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of the agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE-LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED,

INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)

PERMISSION TO USE PHOTOGRAPHS

I, _____, grant to Field School Scientific Training LLC, and to its representatives and employees, the right to take photographs of me and my property in connection with my trip on Research Vessel Garvin. I authorize Field School Scientific Training LLC, and its assigns and transferees to copyright, use, and publish the same in print and/or electronically.

I agree that Field School Scientific Training LLC may use such photographs of me with or without my name and for any lawful purpose, including (but not limited to) such purposes as publicity, illustration, advertising, and web content.

I have read and understood, and agree to the above.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)



VOLUNTEER SERVICE AGREEMENT & RELEASE
Page 1 of 2

We are pleased that you have decided to volunteer your services to the University of Miami, Department of ^{FCSP / RSMAS / SKC /} ~~EE~~ _____ or _____ Hospital.

Please affirm your acceptance of the terms of this agreement, stated below, with your signature. Also, please accept our sincere thanks for your valuable contribution to the University of Miami.

I, Dr./Mr./Mrs./Ms. _____
(First name) (Middle initial) (Last name)

in consideration of being allowed to participate in the volunteer service of the University of Miami (the "University") do hereby agree that:

1. I understand and agree that my volunteer service will be from _____ to _____.
(Month/Day/Year) (Month/Day/Year)

At the end of such period, I understand that my volunteer service will cease and I will no longer be permitted access to University facilities.

2. I understand and agree that my volunteer service is in no way an offer of or employment by the University and that I shall not receive, nor be entitled to receive, any compensation, reimbursement or remuneration for my participation in my volunteer service. I further agree to release the University from any and all claims to compensation, reimbursement or remuneration related to my volunteer service. I also understand and agree that at no time will I be considered or deemed to be an agent, servant or employee of the University.

3. I understand that I will be volunteering at a major research university and I therefore agree to act appropriately and in a professional, courteous manner during my volunteer service. I understand and agree that the University may terminate my volunteer service at any time, with or without cause.

4. I understand that during my volunteer service, I may have access to, or may observe, certain information that is proprietary to the University and I hereby agree not to disclose, discuss or reveal any such information to parties outside of the University and to keep any University records or files, confidential. I also agree to keep any information about patients I may observe confidential and not to disclose, discuss or reveal any such information to anyone other than those involved in my volunteer service with me.

5. Depending on the length and nature of my volunteer service, I understand that I may be required to show proof that I have been tested for tuberculosis in the past twelve (12) months.

6. In the event that my volunteer services will be in a department where there may be airborne pathogens, or whose work involves contact with potentially infectious diseases including, but not limited to, HIV, hepatitis or tuberculosis, I hereby agree to assume all risks and responsibilities associated with participation in such an volunteer service. Furthermore, I hereby agree to release, indemnify and hold

(continued)

**VOLUNTEER SERVICE
AGREEMENT & RELEASE
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harmless the University of Miami, including its present and former Trustees, officers, directors, faculty, employees, agents and Participants from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees through the appellate levels), which I, my dependents, assigns, personal representatives, heirs or next of kin, may sustain or suffer as a result of or arising out of my contact with such airborne pathogens or infectious diseases, whether caused by the negligence of the University of Miami, persons acting on its behalf or otherwise.

7. In consideration of my being allowed to participate in the volunteer service, I agree to release, indemnify and hold harmless the University of Miami, including its present and former Trustees, officers, directors, faculty, employees, agents and Participants from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees through the appellate levels), which I, my dependents, assigns, personal representatives, heirs or next of kin may sustain or suffer as a result of or arising out of my participation in the volunteer service, whether caused by the negligence, action or inaction of the University of Miami persons acting on its behalf or otherwise. I also agree that I shall be fully responsible for any and all loss or damage that I inflict upon any person or upon the University's facilities during my participation in the volunteer service.

8. I understand that as a university volunteer the University of Miami does not provide me with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by me. Further, I understand that I am not entitled to employee benefits as a result of my University volunteer affiliation.

9. I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida.

10. I have read and understood this Volunteer Service Agreement and Release and I do voluntarily sign said document of my own accord and as a condition of being allowed to participate with my volunteer service. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older.

Print Name

Participant Signature

Date

Provide one copy of this agreement to the university volunteer.
Retain this agreement for seven years from the end of service.



**VOLUNTEER SERVICE
PARENTAL CONSENT**

Required for participants under 18 years of age

By signing below, I _____, hereby attest to the following:

1. I am the legal guardian of _____, who is under eighteen years of age, and has my permission to participate as a volunteer from _____ to _____ at the Department of _____ at the University of Miami, according to the duties described in her/her Volunteer Service Application which I have read and signed.

2. In consideration of allowing him/her to participate in the volunteer service, I agree to release, indemnify and hold harmless the University of Miami, including its present and former Trustees, officers, directors, faculty, employees, agents and Participants from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees through the appellate levels), which he/she, I, my dependents, assigns, personal representatives, heirs or next of kin may sustain or suffer as a result of or arising out of my participation in the volunteer service, whether caused by the negligence, action or inaction of the University of Miami persons acting on its behalf or otherwise. I also agree that I shall be fully responsible for any and all loss or damage that he/she inflicts upon any person or upon the University's facilities during his/her participation in the volunteer service.

3. I understand that as a university volunteer the University of Miami does not provide him/her with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by him/her and me. Further, I understand that he/she is neither covered by Workmen's Compensation nor entitled to employee benefits as a result of his/her university volunteer affiliation.

4. I have read and understood this Volunteer Service Agreement and Release and I do voluntarily sign said document of my own accord.

Print Name

Signature of Legal Guardian

Date

Print the full name and address of a person who can be reached between the hours of 8:30 a.m. and 5:00 p.m. in case of emergency.

Print Name

Relationship

Address

Phone Number

Provide one copy of this agreement to the university volunteer.
Retain this agreement for seven years from end of service.



**UNIVERSITY OF MIAMI Shark Research & Conservation Program
Appearance Release & Personal Injury and Property Damage Liability Waiver**

For good and valuable consideration, receipt of which is hereby acknowledged, for being permitted to participate in a shark research trip, I hereby agree as follows:

I authorize THE UNIVERSITY OF MIAMI, THE ROSENSTIEL SCHOOL OF MARINE & ATMOSPHERIC SCIENCE, THE SHARK RESEARCH & CONSERVATION PROGRAM, THE LEONARD & JAYNE ABESS CENTER FOR ECOSYSTEM SCIENCE & POLICY, and NEIL HAMMERSCHLAG and their respective partners, affiliates, parents, subsidiaries, licensees, funders, vendors, staff, donors, successors and assigns to make use of my appearance in future video footage or photographs for professional use.

I agree that THE UNIVERSITY OF MIAMI, THE ROSENSTIEL SCHOOL OF MARINE & ATMOSPHERIC SCIENCE, THE SHARK RESEARCH & CONSERVATION PROGRAM, THE LEONARD & JAYNE ABESS CENTER FOR ECOSYSTEM SCIENCE & POLICY, and NEIL HAMMERSCHLAG, as well as other third parties that you authorize in your sole and absolute discretion, may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording (the "Programs") with the right, throughout the world, an unlimited number of times in perpetuity, to copyright and to use all or any portion thereof or of a reproduction thereof in connection with the Programs or otherwise. I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Programs throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party. I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I acknowledge that my participation in the Trip is inherently dangerous. I voluntarily assume any and all risks (including but not limited to boating-related accidents, risk from bad weather, injury from marine organisms, sunburn, drowning, insect bites, dehydration, injury from moving equipment, injury from fishing equipment, handling of chemicals, consumption of food, and any personal health issues), known or unknown, associated with the services. I shall assume responsibility for obtaining all desired personal insurance coverage for myself (such as disability from personal injury, life insurance, personal property insurance, etc.). In addition, I acknowledge that I am solely responsible for the condition of any cameras, equipment, media or other personal property ("Personal Property") that I possess or use in connection with the Trip and I acknowledge and assume the risk that such Personal Property may be damaged, lost, or destroyed as a result of my voluntary presence and participation in the Trip. I represent that I routinely engage in services of the nature contemplated herein and I hereby agree to defend, indemnify and hold harmless and to voluntarily release, discharge, waive and relinquish any and all actions or causes of action against THE UNIVERSITY OF MIAMI, THE ROSENSTIEL SCHOOL OF MARINE & ATMOSPHERIC SCIENCE, THE SHARK RESEARCH & CONSERVATION PROGRAM, THE LEONARD & JAYNE ABESS CENTER FOR ECOSYSTEM SCIENCE & POLICY, and NEIL HAMMERSCHLAG and their partners, affiliates, subsidiaries, parents, successors, trustees, directors, officers, agents, employees, students, interns, volunteers,

directors, coordinators, funders, donors, vendors, charters and licensees (collectively, the "Indemnified Parties") from any and all claims, demands, liabilities (including, but not limited to, personal injury, property damage, Personal Property damage, and wrongful death) brought by me, my heirs and legatees, or my kin, resulting in any manner from my voluntary presence and participation in the Trip, including the negligence, in whole or in part, of me, the Indemnified Parties, or any third party..

I agree that any disputes arising in connection with this Appearance Release & Personal Injury and Property Damage Liability Waiver will be governed by the laws of the State of Florida without reference to its conflict of law principles and that any disputes arising hereunder shall be subject to the exclusive jurisdiction and venue of the state and federal courts residing in Miami-Dade County, Florida.

I HAVE CAREFULLY READ THIS DOCUMENT AND UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY PARTICIPATION IN THE TRIP AND I VOLUNTARILY ASSUME SUCH RISKS. IT IS MY INTENTION BY SIGNING THIS APPEARANCE RELEASE & PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY WAIVER TO RELEASE THE UNIVERSITY OF MIAMI AND THE OTHER INDEMNIFIED PARTIES IDENTIFIED HEREIN FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, PERSONAL PROPERTY DAMAGE, OR WRONGFUL DEATH THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE TRIP.

(Please Print)

Name: _____

Address: _____

City/State/Zip: _____

Phone #: _____

Printed Name of Parent _____

(or guardian, if Under 18)

Signature

Date

Signature

Date

INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)

PERMISSION TO USE PHOTOGRAPHS

I, _____, grant to Field School Scientific Training LLC, and to its representatives and employees, the right to take photographs of me and my property in connection with my trip on Research Vessel Garvin. I authorize Field School Scientific Training LLC, and its assigns and transferees to copyright, use, and publish the same in print and/or electronically.

I agree that Field School Scientific Training LLC may use such photographs of me with or without my name and for any lawful purpose, including (but not limited to) such purposes as publicity, illustration, advertising, and web content.

I have read and understood, and agree to the above.

Participant Signature

Date (Day/Month/Year)

Signature of Parent/Guardian (where applicable)

Date (Day/Month/Year)