2015 INLAND BAYS HORSESHOE CRAB SURVEY PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the volunteer opportunity offered by the Center for the Inland Bays, Inc., its directors, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “CIB”), I hereby agree to release and discharge CIB on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that the Horseshoe Crab Survey and other on or near-water activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

   The risks include, among other things: boat capsize; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water/hypothermia; accidental drowning; mental anguish or trauma; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions.

   Furthermore, CIB employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CIB from any and all Claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CIB’s equipment or facilities, including any such claims which allege negligent acts or omissions of CIB.

4. Should CIB, or any acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could
interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against CIB, I agree to do so solely in the State of Delaware, and further agree that the substantive law of the State shall apply in that action without regard to the conflict of law rules of that State.

7. I hereby grant the CIB permission to use images of myself taken during the Horseshoe Crab Survey.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CIB on the basis of any Claim from which I have released them herein.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant

Print Name

Address

Phone

Date

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of ______________________________ (print minor’s name) (“Minor”) being permitted by CIB to participate in its activities and to use equipment and facilities, I further agree to indemnify and hold harmless CIB from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian

Print Name

Date