

Liability Release, Assumption of Risk and Indemnity Agreement

Please read carefully. The text in this section is a release of liability and waiver of legal rights. Please ensure you complete all the details required in this section and sign and date it.

Earthwatch projects are not designed for tourists. Earthwatch Institute, (which includes Earthwatch Institute Inc., Conservation Education and Research Trust, Earthwatch Australia, and Earthwatch Japan) (collectively referred to as “Earthwatch”) and the Earthwatch scientist (the person responsible for leading the project on site) (each of whom together with Earthwatch shall be collectively referred to as the “Earthwatch Field Team”) undertake logistical planning and preparation for the projects to tailor them to meet the research needs of Earthwatch scientists. The projects involve conditions, described below and in the Briefing document, which must be carefully considered before accepting a participant position.

An Earthwatch project can be an enjoyable, enlightening, and potentially life-changing experience, but some of the characteristics that may make a project attractive to you may also put you and your property at risk. All field research activities involve a degree of risk which varies from project to project. Most field research projects require travel to remote areas of the world where logistical requirements and local conditions for participants and their gear often involve unconventional modes of transportation, no hotel accommodations, limited or distant emergency and health services, and limited or nonexistent local infrastructure or services. Of equal importance, participants will experience one or more of the following: data gathering; physical work; odd hours; frequent moves; delays; frustrations; surprises; equipment failure or malfunction, and potential hazards. The potential risks and hazards include (but are not limited to): political instability; transportation difficulties; lack of vehicular safety and medical standards commonly found in developed countries (for example, the absence of seatbelts); increased incidence and severity of vehicular accidents; strikes; sickness; quarantine; local regulations; a whole range of climate, terrain and temperature extremes; other foul weather conditions; high altitude; crime; natural disasters; wildlife behavior; staff misjudgment, and movements and events outside the control of the Earthwatch Field Team. Participants must accept that any of these factors may cause changes, delays or other effects. All true project work involves a degree of risk and improvisation, which varies from project to project.

ASSUMPTION OF RISKS AND ASSENT TO EARTHWATCH POLICIES

I understand the requirements for my Earthwatch project(s). I declare that I am in good health. I have received and read the Briefing document(s), which describes the risks inherent to the project(s) that I am embarking on and understand the risks the Briefing document describes and those described in this document. **I understand these and other risks not listed above can, in extreme and unlikely circumstances, cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Further, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation in subject to delay.** I understand the Earthwatch Field Team does not seek to eliminate all of these risks, in part, because they are necessary for the scientific project or because they are part of the essence of an Earthwatch project. **I agree to assume all of the risks of my project, whether inherent or not, and whether described above or not.** I have read and understand the policies, rights, and responsibilities enumerated in the Participant Rights and Responsibilities Document and in the Briefing document (and similar documents). I accept those policies and the ones described in this document as a condition of my participation on an Earthwatch project. I agree to abide by the Earthwatch policies and I understand violations of the policies may result in expulsion without a refund. By signing below I agree to participate in the project's activities under the terms and conditions described in this document and other Earthwatch materials.

I understand it is my responsibility to review the program conditions and determine if I am able to safely participate in this program and to confer with my doctor if I have a question or concern about my health and my participation in this program. To the best of my knowledge and belief, the information provided to Earthwatch in the Health Declaration and Self-Assessment form is true and I have not withheld any relevant information. If any of this information changes prior to fielding, I will inform Earthwatch. I authorize the Earthwatch Field Team to consent to medical treatment, the administration of x-ray examination, anesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon or the most qualified medical provider. I authorize any such medical provider to release information about me and my condition and treatment to Earthwatch. I agree to pay for any and all costs associated with such treatment, including the costs of evacuation, if any, that are not covered by insurance.

IMAGE COPYRIGHT AND USAGE and MODEL RELEASE

I understand that Earthwatch Field Team will have unrestricted rights to use any photographs and film/video and audio footage I submit from the project, unless indicated otherwise in a written request to Earthwatch. I will retain the copyright to my photographs and film/video and audio footage, but Earthwatch may use them internally and distribute them free of charge to external requestors for marketing and editorial materials that promote Earthwatch and its projects. Internal uses include, but are not limited to, project guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch website. External requestors include, but are not limited to: for-profit and non-profit newspapers, magazines, journals, newsletters and other publications and web sites.

I understand that by participating in an Earthwatch project I consent to the Earthwatch Field Team publishing, republishing or otherwise transmitting any photograph or film/video and audio footage which might have been taken of me. Earthwatch may use such footage in, but not limited to: project guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch website. I understand that the images may be altered or modified in any manner. I hereby waive any right that I may have to inspect and approve a finished product or the copy that may be used in connection with an image or footage taken of me, or the use to which it may be applied. I further release Earthwatch from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images. I also consent to Earthwatch releasing those photographs or film/video and audio footage to members of the press or other media interested in reporting on my project.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the services of the Earthwatch Field Team, I, **on behalf of myself, my child, my heirs, executors, administrators, successors, and/or assigns, agree and hereby do forever release, waive, and discharge the Earthwatch Field Team, their employees, officers, directors, trustees, participants, affiliates, scientific staff, cooperating institutions, and other persons acting under their direction and control (“the Released Parties”)**, from and agree to defend and indemnify (meaning to pay or reimburse the Released Parties for money they are required to pay, including attorney’s fees and costs) and hold them and each of them harmless against, any and all liabilities they may jointly or severally incur in respect of any claim, suit, or cause of action, including legal fees and expenses of litigation, brought by or on behalf of me, my child, a family member, personal representative, estate, or any other person, on account of any personal injury, death, loss of health, financial loss or damage to property, including any such injury, loss or damage resulting from the negligence of the Released Parties, directly or indirectly sustained by me, my child, a family member, a co-participant, or any other person as a result of my participation in the Earthwatch project(s) or the use of equipment or facilities. I understand and accept that the Released Parties are not responsible or liable for acts or omissions of third parties, including but not limited to cooperating institutions, independent contractors, other entities, or other participants.

This release is intended to be enforced to the fullest extent allowed by law and includes any type of suit. However, I do not release the Released Parties from liability on account of any injury, loss, or damage to me directly caused by the gross negligence or wanton or reckless misconduct of the Released Parties.

This Liability Release shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue for any action, claim or defense relating to this Liability Release shall be the courts located in the Commonwealth of Massachusetts. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. This document is in effect for this and any future projects unless revoked in writing and received by Earthwatch prior to my project.



I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

Please note: If participant is under the age of 18 (or if participant is a resident of Alabama or Nebraska and is under the age of 19) (or if participant is a resident of Mississippi and is under the age of 21) a different form -the Earthwatch Participation Form: Teen -should be used for both the parent and participant's signature.

First name:		Last name:	
Participant date of birth: (dd/MON/yyyy)			
Project title:			
Project start date: (dd/MON/yyyy)			

Signature of participant: <i>(Digital signatures not accepted)</i>	
Date: (dd/MON/yyyy)	

Return this completed form to the Earthwatch office

Earthwatch
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Boston, MA 02134 USA
Fax: +1 (978) 461-2332
Email: info@earthwatch.org

All personal details will be stored in accordance with the Massachusetts Data Protection Laws 2010 and will be held on our secure server.

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