

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON (UNCW)
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT FOR BOATING ACTIVITIES**

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with boating activities. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage to my property. Additionally, I understand that there are also risks associated with boating, including, but not limited to the possible injury or loss of life as a result of a boat accident, as well as travel to and from activity sights, drowning, shark bites, capsizing, rough water conditions, water hazards, boating in unfamiliar water, using boating equipment, injuries inflicted by animals, insects, reptiles or plants, accidents or illness in remote places without medical facilities, man-made objects in the ocean including but not limited to: ropes, bridge pilings, and metal junk, the forces of nature including lightning, weather changes, ocean level changes and others not named and my physical condition and the physical exertion associated with boating. Despite the potential hazards and dangers associated with the activity of boating, I voluntarily agree to participate in the boating activity and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of UNCW with the exception of willful or gross negligence.

I understand the nature of the boating activity and my experience and capabilities, and believe myself qualified and able to participate in the activity. I affirm that I can swim and if I cannot, I will agree to wear a life preserver while participating in this activity. I understand that I may inspect the premises, facilities and equipment to be used or with which I may come in contact. If I believe anything is unsafe, I will immediately refuse to participate further in the boating activity. I understand there is no penalty or forfeiture of any sort if I withdraw.

In consideration of being allowed to participate in the boating activity, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

- (1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities and their officers, directors, employees, representatives, agents and volunteers.

Facility: Center for Marine Science Research
Others: University of North Carolina at Wilmington
Instructor:

- (2) To release UNCW, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim of action that

I, my estate, heirs, executors or assigns may have for any personal injury, property damage or wrongful death arising from the boating activity whether caused by active or passive negligence of UNCW or otherwise with the exception of gross negligence. By executing this document, I agree to hold UNCW harmless for any injury, including paralysis or permanent disability, or loss of life which may occur to me during the boating activity and/or instruction.

- (3) By entering into this agreement, I am not relying on any oral or written representation or statements made by UNCW, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America.
- (4) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

With the boating activity having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the boating activity, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and do so voluntarily.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

Participant's Signature	Printed Name	Date
-------------------------	--------------	------

Witness Signature	Printed Name	Date
-------------------	--------------	------

If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

Parent or Guardian's Signature	Printed Name	Date
--------------------------------	--------------	------

UNCW Participant Information Form

Principal Investigator: _____ Mission #: _____
Duration of Participation: ____/____/____ to ____/____/____

Name of Participant: _____ Birth Date: _____
Home Address: _____
City and State: _____
Zip Code: _____ Phone #: _____
Institution: _____ Phone #: _____

In an Emergency, Notify: _____ Relationship: _____
Home Phone #: _____ Work Phone #: _____
Address: _____
City and State: _____ Zip Code: _____

You will not be allowed to participate unless you are covered by your employer's Worker's Compensation Policy or your own health insurance policy, which covers boating and/or diving accidents, or other Diving Accident Insurance, during the period that you will be participating in UNCW research activities.

Do you have such coverage? (At the sole discretion of the UNCW/CMS Diving and Boating Safety Officer, proof of insurance may be required before participating in the research activities.)

Yes

No

Insurance Company's Name: _____
Medical/Hospitalization Insurance Policy #: _____
Phone Number of Office Holding Policy: _____

I understand that marine related activities, including boating and diving, are strenuous activities that require stamina and good health as essential prerequisites for my safety and well being. I understand and agree that there are risks and hazards inherent to boating and diving activities that include the possible consequences of serious injury, including paralysis, or death. I affirm that I can swim and if I cannot, I will agree to wear a life preserver while participating in this activity. I hereby confirm that I have no emotional or health problems incompatible with boating and diving activities. I understand that I need the approval of a physician if I am uncertain as to my physical fitness for the rigors of boating activities. I understand that I may be required to seek approval from a physician if there is a health or safety question relative to my condition before being allowed to participate in boating or diving activities.

I understand that the availability of medical emergency assistance will be limited or non-existent while participating in at-sea research activities, and that successful treatment of injuries requires

early and immediate treatment. Consequently, UNCW often provides staff that are certified to render immediate basic, and when available, advanced life-support care for all medical emergencies occurring during boating and diving activities. I have read the above statement and affirm that it is correct, and being fully informed of the possibility of injury and even death during boating and diving activities, I do hereby grant qualified UNCW staff permission to treat any injury that may occur including first aid, cardio-pulmonary resuscitation, emergency oxygen first aid, recompression therapy, and transfer to a medical facility for treatment by a physician.

Check the appropriate blank for any that applies to you, and explain under remarks.

<input type="checkbox"/>	1. Motion sickness	<input type="checkbox"/>	12. Diabetes	<input type="checkbox"/>	23. Hay fever
<input type="checkbox"/>	2. Hospitalized	<input type="checkbox"/>	13. Tuberculosis	<input type="checkbox"/>	24. Asthma
<input type="checkbox"/>	3. Serious Injury	<input type="checkbox"/>	14. Bronchitis	<input type="checkbox"/>	25. Trouble equalizing pressure in sinuses/ears
<input type="checkbox"/>	4. Back problems	<input type="checkbox"/>	15. Claustrophobia	<input type="checkbox"/>	26. Frequent colds or sore throat
<input type="checkbox"/>	5. Physical handicap	<input type="checkbox"/>	16. High blood pressure	<input type="checkbox"/>	27. Severe or frequent headache
<input type="checkbox"/>	6. Regular medication	<input type="checkbox"/>	17. Respiratory problems	<input type="checkbox"/>	28. Ear or hearing problems
<input type="checkbox"/>	7. Allergies, including drugs	<input type="checkbox"/>	18. Persistent cough	<input type="checkbox"/>	29. Alcohol or drug problems
<input type="checkbox"/>	8. Dizziness or fainting	<input type="checkbox"/>	19. Pregnant	<input type="checkbox"/>	30. Mental or emotional problems
<input type="checkbox"/>	9. Epilepsy	<input type="checkbox"/>	20. Chest pains	<input type="checkbox"/>	31. Current communicable disease
<input type="checkbox"/>	10. Heart trouble	<input type="checkbox"/>	21. Contact lenses	<input type="checkbox"/>	32. Rejected from an activity for medical reasons
<input type="checkbox"/>	11. Sinus trouble	<input type="checkbox"/>	22. Dental plates	<input type="checkbox"/>	33. Any medical problem not listed

Clearly print or type remarks:

I certify that the above information is correct to the best of my knowledge. I further understand that treatment for any medical problems I may suffer is my responsibility and will be paid for by me.

Participant's Signature

Printed Name

Date

If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

Parent or Guardian's Signature

Printed Name

Date