

Release and Assumption of Risk Form

TO: The Bermuda Institute of Ocean Sciences, its Board of Trustees, Officers, Employees, and Agents (“RELEASEES”)

PRINT YOUR NAME: _____

I wish to participate in activities (for example, but not limited to: science, research, education, internship, training, recreation, volunteering, transportation, accommodation, dining and other activities; hereinafter referred to as the “Activities”) in conjunction with the Bermuda Institute of Ocean Sciences; and I fully understand and appreciate that certain hazards and risks may occur, including but not limited to: exposure to hazards and risks of property damage, accident, suffering, disease-causing organisms, illness and death; SCUBA and Rebreather diving; snorkeling; transportation by air, land or sea; dock operations; laboratory operations; exposure to weather, humans, animals, plants, other life forms, natural and artificial structures, foods, drinks, irritants, allergens, toxins, minerals, chemicals, equipment, surfaces, furniture, fixtures, fittings, temperatures and radiation.

Being aware of the hazards and risks of such Activities, and in consideration of being permitted to participate in the Activities, on behalf of myself, my family, dependents, heirs, estate, personal representatives and assigns, I, the undersigned, agree to assume all the risks and responsibilities involved with and relating to my participation in the Activities, I understand that I am responsible for evaluating, understanding and mitigating the risks associated with engaging in the Activities.

I acknowledge and agree to comply with all applicable Bermuda Government and Center for Disease Control COVID-19 related guidelines. I understand that the Activities may be suspended, postponed, converted to remote participation or cancelled, without advance notice and at any time by BIOS for safety or legal compliance reasons.

I confirm that I am in good health, free of infectious disease, fit to participate in the Activities and have adequate personal medical/travel insurance for the Activities. I release, waive, forever discharge, and covenant not to sue or prosecute RELEASEES for any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature, whether caused by the negligence or carelessness of the RELEASEES, or otherwise, that may hereafter accrue to myself, my family, dependents, heirs, estate, personal representatives and assigns, arising out of or related to any loss, damage or injury, including, but not limited to suffering, death, disability and economic loss, that may be sustained by me or others during or in conjunction with the Activities.

It is my express intent that this Agreement shall bind myself, my family, dependents, heirs, estate, personal representatives and assigns, and shall be deemed as a release, waiver, discharge, and covenant not to sue RELEASEES. I further agree to save and hold harmless, indemnify, and defend RELEASEES from any claim by myself, my family, dependents, heirs, estate, personal representatives and heirs, arising out of my participation in any Activities.

I understand that the acceptance of this release and waiver of liability by the RELEASEES shall not constitute nor be construed as a waiver, in whole or in part, of any rights by said RELEASEES. I agree that, in the event that any part of this Agreement is determined to be unenforceable or ineffective, it shall not affect the continuation and enforceability of other parts of this Agreement as a whole

In signing this release, I acknowledge and represent that I have read and fully informed myself of the content of this Agreement and referenced material before I sign, and I understand that I sign this document as my own free act and deed. I understand that the RELEASEES do not require me to participate in any Activities, but I want to do so despite the possible hazards and risks and notwithstanding this release. I further state that I am at least 18 years of age and fully competent to sign this Agreement or, if I am under 18 years of age that I have received the permission of my parent or legal guardian, who will also sign this Agreement, and that I execute this release for full adequate and complete consideration fully intending to be bound hereby.

This Agreement is subject to Bermuda Law and the exclusive jurisdiction of the Courts of Bermuda.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN THAT YOU UNDERSTAND IT BEFORE SIGNING.

Name of Participant (please print)

Date of Birth

Signature of Participant (if over 18)

Date

Home Address

Phone Number

Name of Parent/Guardian (if under 18)

Signature of Parent/Guardian

In case of accident or illness notify:

Name, Relationship, Address

Phone Number

This form must be completed, signed, and returned to either Education bios.education@bios.asu.edu or to the Reservations Office jane.burrows@bios.asu.edu as appropriate.