



RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

(Print name of Child)

NOTICE TO PARENT/GUARDIAN: By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to you, your family or to your property however caused arising out of your or your family member's participation in the Ocean Connectors Education Program, now or any time in the future.

In consideration of my child's participation in the Ocean Connectors Education Program, I, the undersigned, hereby agree to **release, indemnify and hold harmless**, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **THE OCEAN FOUNDATION and its Project OCEAN CONNECTORS EDUCATION PROGRAM, and its officers, agents, funders, and employees (hereafter collectively referred to as "OCEAN CONNECTORS EDUCATION PROGRAM")** from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against the OCEAN CONNECTORS EDUCATION PROGRAM, on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the OCEAN CONNECTORS EDUCATION PROGRAM, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the negligence of the OCEAN CONNECTORS EDUCATION PROGRAM, its officers, agents, funders, and employees.

Liability Disclaimer: THE OCEAN FOUNDATION, its Ocean Connectors Education Program, and any of its third party providers and distributors make no representations, warranties, guarantees or conditions of any kind, express or implied, regarding the Ocean Connectors Education Program, or any content or materials provided in the Ocean Connectors Education Program, or your use of or participation in the Ocean Connectors Education Program or of any services provided through your use of or participation in the Ocean Connectors Education Program, all of which are provided on an "as is" basis

By signing this Agreement, I HEREBY ACKNOWLEDGE AND AGREE that the participation in any program, including participation in the Ocean Connectors Education Program, has inherent risks. I have full knowledge of the nature and extent of all risks associated with running, playing, and using or participating in the Ocean Connectors Education Program, including but not limited to:

GAMES, EXERCISES, ACTIVITIES, INSTRUCTION, PRESENTATIONS, TOURS, TRANSPORTATION, KNOWLEDGE EXCHANGES, CLEAN-UPS, RESTORATION, WORKSHOPS, INTERNET USE, ART, FIELD TRIPS, IF ANY, AND ANY OTHER ACTIVITY ASSOCIATED WITH THE OCEAN CONNECTORS EDUCATION PROGRAM ON AND AFTER THE DATE HEREOF.

I also acknowledge that the children may, while participating in the Ocean Connectors Education Program, be in close proximity to, or inside craft upon the water, and that there is inherent risk associated with any activities near or on the water. I acknowledge that the children may, while participating in the Ocean Connectors Education Program, be in close proximity to wildlife, and that there is inherent risk associated with activities near wildlife. I further acknowledge that the above list is not inclusive of all possible risks associated with the Ocean Connectors Education Program and that the above list in no way limits the extent or reach of this Agreement.

I acknowledge that all participating children will be required to stay within sight of instructors at all times, and that it is imperative that the children behave and obey instructors. Potential safety hazards will be discussed. Those children whose conduct or influence creates safety or discipline problems will not be allowed to participate. I acknowledge that I have been requested to ensure that my child will not bring electronic games, toys, other distractions or valuables to any Ocean Connectors Education Program activity. Such personal items may become lost or damaged during program activities, and the Ocean Connectors Education Program assumes absolutely no liability for personal items brought by participants.



Governing Law: The laws of the State of California, USA, shall govern this Agreement and its performance.

Arbitration: I hereby agree that any dispute or claim arising out of my child’s participation in the Ocean Connectors Education Program shall be determined by arbitration administered by the American Arbitration Association. The number of arbitrators shall be one, the place of arbitration will be Washington, DC, and the language of arbitration shall be English.

I hereby certify that my child is in good health and that my child has no physical limitations that could preclude his/her safe participation in the Ocean Connectors Education Program. **I hereby assume all risks and hazards** incidental to the activities of the Ocean Connectors Education Program. I further understand that the terms of this Agreement are legally binding and **I certify** that I am signing this Agreement after having read and understood it. **I further certify** that I am the Parent or Legal Guardian of the child named above, who is a candidate to participate in the Ocean Connectors Education Program. I hereby give my approval for the child to participate in any and all of the activities of the Ocean Connectors Education Program.

Check here to indicate that you read and understand English, and that you read this form before signing it.

**Si no lee o entiende el inglés, esta forma le puede ser proporcionada en español.*

(Print name of Parent/Guardian)

(Signature of Parent/Guardian)

(Date)

Parent/Guardian’s Telephone Number(s):

(Home) _____ (Cell) _____

Parent/Guardian’s Email Address:

Parent/Guardian’s Street Address with City/State/Zip/Country:

Check here if you DO NOT want to be added to our email newsletter list. The Ocean Connectors e-newsletter provides interesting program updates and important information that can be useful. You can unsubscribe at any time.



CHILD'S APPEARANCE RELEASE

I, _____ as parent/guardian of _____,
(Print name of Parent/Guardian) **(Print name of Child)**

do hereby grant _____ the Ocean Connectors Education Program _____, The Ocean Foundation and its employees,
(Videographer/Photographer)

licensees, and authorized representatives (altogether referred to as "TOF") the right to use the recorded voice and/or image for the child named above derived from any interview, photograph, video or other recorded format that includes this child's voice or image as created by TOF, in all media and in perpetuity, to be used for TOF's standard charitable purposes including, but not limited to, TOF's website, publications, promotions, publicity, archives, research, and any other educational materials and presentations related to TOF's charitable endeavors. I understand that this child's voice and/or image may be used in any media format available to TOF, including media that will be shared publicly on TOF's website or on other TOF internet, print or broadcast venues. This permission is irrevocable and royalty-free. I waive any right to inspect or approve the resulting creative product in connection with TOF's uses as authorized in this release. I have read and fully understand this release form, and warrant that I am this child's parent or legal guardian, and that I am over 18 years of age.

Check here to indicate that you read and understand English, and that you read this form before signing it.

**Si no lee o entiende el inglés, esta forma le puede ser proporcionada en español.*

(Signature of Parent/Guardian)

(Date)

Check here if you DO NOT give permission for your child's appearance. Please be advised that this may interfere with your child's participation and enjoyment of some Ocean Connectors Education Program activities.