



WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION BY PROJECT PARTICIPANTS

(Print name of Participant)

Release of All Claims: In consideration of my participation in Ocean Connectors, the undersigned Participant, Volunteer, or Parent/Legal Guardian of Participant/Volunteer if Participant/Volunteer is under age 18, hereby agrees to release, indemnify and hold harmless, The Ocean Foundation, its Project Ocean Connectors, Ocean Connectors Eco Tour Program, and any of their officers, agents, funders, employees, and affiliates (hereafter collectively referred to as "Ocean Connectors") 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, estate, administrators, and assigns may now have, or have in the future against Ocean Connectors, 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 Ocean Connectors.

I agree that Ocean Connectors is not responsible for any injury or property damage arising out of my use of the program, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the negligence of Ocean Connectors.

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

Acknowledgement of Risk: By signing this Agreement, I hereby acknowledge and agree that the participation in any program, including participation in Ocean Connectors, has inherent risks, including injury. I have full knowledge of the nature and extent of all risks associated with the following:

Activities: Outdoor learning, playing, and using or participating in Ocean Connectors, including but not limited to games, mentorship, exercises, physical activities, running, instruction, group work, presentations, tours, transportation, knowledge exchanges, cleanups, habitat restoration, workshops, internet use, art, technology, field trips (if any), and any other activity associated with Ocean Connectors on and after the date hereof.

Watercraft: I also acknowledge that I may, while participating in Ocean Connectors, 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.

Wildlife: I acknowledge that I may, while participating in Ocean Connectors, 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 Ocean Connectors and that the above list in no way limits the extent or reach of this Agreement.

Acknowledgement of Safety Procedures: I acknowledge that all participants will be required to stay within sight of instructors/guides at all times, and that it is imperative that the participants behave and obey instructions. Potential safety hazards will be discussed. At the sole discretion of Ocean Connectors, those participants whose conduct or influence creates safety or discipline problems will not be allowed to participate. I acknowledge that I have been requested to not bring electronic games, toys, other distractions, or valuables to any Ocean Connectors activity. Personal items may become lost or damaged during program activities, and Ocean Connectors assumes absolutely no liability for personal items.



Insurance: I also acknowledge that Ocean Connectors has not arranged and does not carry any insurance of any kind for my benefit or that of the undersigned Volunteer or Participant (if Volunteer or Participant is under age 18), my parents, guardians, trustees, heirs, executors, administrators, successors, and assigns.

Governing Law: The laws of the State of California, U.S.A., shall govern this Agreement and its performance. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of California and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

Arbitration: I hereby agree that any dispute or claim arising out of my participation in Ocean Connectors 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 I am in good health and that I have no physical limitations that could preclude my safe participation in Ocean Connectors. **I hereby assume all risks and hazards** incidental to the activities of Ocean Connectors. I further understand that the terms of this Agreement are legally binding and that by signing below, I am giving up legal rights and remedies.

I certify that I am signing this form after having read and understood it.

Check here to indicate 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 Participant) (Signature of Participant) (Date)

I certify I am over 18 years of age. I hereby give my approval to participate in any and all Ocean Connectors activities.

(Print name of Parent/Guardian) (Signature of Parent/Guardian) (Date)

I am the Parent or Legal Guardian of the Participant. I am of legal age and am freely signing this Agreement.

Telephone Number(s): (Home) _____ (Cell) _____

Email Address: _____

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 program updates and useful information for participants. You can unsubscribe at any time.



APPEARANCE RELEASE

I, _____, do hereby grant The Ocean Foundation, its Project Ocean
(Print name of Participant or Parent/Guardian)

Connectors and its employees, licensees, authorized representatives, officers, agents, funders, and affiliates (hereafter collectively referred to as “Ocean Connectors”) the right to use the recorded voice and/or image of the participant named above (on page one) derived from any interview, photograph, video, or other recorded format that includes the participant’s voice or image as created by Ocean Connectors, in all media and in perpetuity, to be used for Ocean Connectors’ standard charitable purposes including, but not limited to, websites, publications, promotions, publicity, archives, research, and any other educational materials and presentations related to the Ocean Connectors charitable endeavors. I understand that this participant’s voice and/or image may be used in any media format available to Ocean Connectors, including media that will be shared publicly on the Ocean Connectors website or on other Ocean Connectors 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 Ocean Connectors’ uses as authorized in this release. I have read and fully understand this release form, and warrant that I am over 18 years of age.

The laws of the State of California, USA, shall govern this Agreement and its performance. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of California and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

Check here to indicate 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 Participant [if over 18 years of age] or Parent/Guardian)

(Date)

Check here if you DO NOT give permission for participant’s appearance. Please be advised that this may interfere with full participation in and enjoyment of some of the Ocean Connectors activities.