



Marine Biological Laboratory



ACCEPTANCE OF RISK, RELEASE AND WAIVER (RELEASE)

I acknowledge that I freely and voluntarily have agreed to participate in the Boating Activities (“Activity”) at the MBL including motorized and non-motorized vessels.

As a participant in travel on a vessel belonging to the MBL for educational and scientific purposes (the Activity) with/at the Marine Biology Laboratory, I understand and acknowledge that there are certain risks of injury including, but not limited to, death, that may arise from accidents or other causes in connection with the Activity. Notwithstanding any instruction or consultation by the Marine Biological Laboratory, the University of Chicago, or their affiliates (collectively, MBL), I hereby agree to assume responsibility for any such injuries, damages or loss which I may sustain as a result of participating in any and all activities connected with or associated with the Activity, except to the extent caused by the sole negligence of MBL.

I understand that scientific diving is not included as part of the activity and I will not be allowed to dive as there are specific rules in place for that activity.

TRAINING, MEDICAL, AND INSURANCE CERTIFICATION

I hereby certify that I have no known physical or other medical condition, allergy or other special dietary need that might subject me to injury as a result of my participation in the Activity.

I understand that the MBL does not provide any insurance, including medical insurance, workers’ compensation, accident, liability or the equivalent, to me. In the absence of medical insurance, or to the extent my medical insurance does not provide benefits sufficient to cover the full costs of medical treatment, the foregoing waiver and release of the MBL shall include waiver and release of payment of medical bills incurred as a result of my participation in the Activity.

WAIVER and RELEASE

I represent that my participation in the Activity is voluntary. In consideration of my participation in the Activity, I agree to assume all risks and responsibilities surrounding my participation in the Activity. These may include transportation to and from the Activity and risks associated with the aquatic environment including but not limited to exposure to acts of nature, risk of drowning, sun and heat exposure and motion sickness. I hereby release, waive, forever discharge the Marine Biological Laboratory, the University of Chicago, their trustees, directors, officers, agents, affiliates, and employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which I, my spouse or my family have, arising out of or related to any loss that may be sustained or to any property belonging to me, except to the extent caused by the sole negligence of the MBL.

I have signed the Release in full recognition and appreciation of the dangers, hazards, and risks of the Activities. In signing this Release, I acknowledge and represent that I fully understand the content of this Release. I have reviewed it and understand what it means, and that I sign this document freely. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that I am responsible for further educating myself on the specific risks of the Activity.

I further agree that this Release shall be construed in accordance with the laws of the State of Massachusetts. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the remaining portions shall not be affected thereby.

Signature of Participant

Date

Printed Name of Participant