

**Tobacco Caye Marine Station – Belize Study Abroad**  
**Assumption of Risks and Agreements of Release and Indemnity**  
**Liability Waiver Form**

**INSTRUCTIONS:** All Tobacco Caye Study Abroad Program participants are required to sign, date and return this form. It is recommended that you review the form, initial each page and return the completed form as instructed.

1. I acknowledge that snorkeling, unsupervised shore snorkeling, night snorkeling, boating, swimming, reef cleaning, foreign travel, and other experiential-learning and adventure activities conducted on Tobacco Caye Marine Station Programs and Excursions entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the Program.

2. The risks include, among other things: Slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, extreme sun exposure and sunburn, dehydration; exposure to potentially dangerous animals, biting insects and infestations, and hazardous plant life; criminal and terrorist activities; exposure to diseases; getting lost or separated from the group; equipment failure; accidents or illness which can occur in remote places without medical and emergency treatment or other services available; improper consumption of food or drink; and improper lifting and carrying.

3. Furthermore, I understand that Tobacco Caye Marine Station employees, contractors, interns and volunteers have difficult jobs to perform. Tobacco Caye Marine Station staff seeks reasonable management of the risks of the Program, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They might give incomplete warnings or instructions. Equipment might be misused or malfunction. I understand that it is my responsibility to follow all instructions, inform Tobacco Caye Marine Station if I do not understand any instruction and if I have any concerns or limitations. I have read and understand the description of the Program itinerary, and understand its activities and risks. I expressly agree and promise to accept and assume all of the risks existing in this Program, inherent or otherwise and whether or not described above. My participation in this Program is purely voluntary, and I elect to participate in spite of the known and unknown risks.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless and not to sue Tobacco Caye Marine Station including its successors and assigns, Tobacco Caye Marine Station employees, independent contractors, interns and volunteers and the respective Directors, Advisors, Trustees, and agents ("Released Parties"), from any and all claims, demands, or causes of action, which are in any way related to my enrollment or participation in this Program and all of its scheduled and unscheduled activities, or my use of Tobacco Caye Marine Station's and others' equipment or facilities, and including claims which allege negligent acts or omissions of a Released Party but not that party's gross negligence or intentionally wrongful acts. I understand that in consideration for this agreement, Tobacco Caye Marine Station will allow me to participate in this Program and activities.

5. Should Tobacco Caye Marine Station, or another Released Party or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I have adequate insurance to cover any injury or damage I may cause or suffer while participating. In any event I agree to bear the costs of any injury, treatment or damage that I may cause. I agree to assume the risk of any medical or physical condition I may have or encounter.

7. Any dispute that arises between me or anyone acting on my behalf and Tobacco Caye Marine Station will be resolved in accordance with the laws of Belize, Central America (C.A.), within the jurisdiction of Belize, C.A., not including the laws which may invoke the laws of another Country, State, County, Province, City or Town; and any suit filed by me or on my behalf against Tobacco Caye Marine Station will be filed and maintained within the jurisdiction of Belize, C.A.

8. I authorize Tobacco Caye Marine Station staff and agents, in the event of a medical emergency, at my expense, to administer or obtain medical care for me and to exchange medical information with a third party medical care provider.

9. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Program, I may be found by a court of law to have waived my right to maintain a complaint or lawsuit against Tobacco Caye Marine Station on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

10. I understand that this Agreement contains all the terms and conditions to which I have agreed and that no other understandings or representations, either oral or written, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto and that any modifications or amendment of this Agreement will be only by written instrument signed by each party hereto unless otherwise expressly provided in this Agreement.

**Agreed to on the day and year indicated below by program participant;**

PARTICIPANT NAME (PRINT) \_\_\_\_\_

PARTICIPANT ADDRESSE: Email \_\_\_\_\_

HOME STREET \_\_\_\_\_ HOME CITY \_\_\_\_\_

HOME STATE/PROVINCE \_\_\_\_\_ HOME COUNTRY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ HOME PHONE \_\_\_\_\_

PARTICIPANT SIGNATURE \_\_\_\_\_

WITNESS NAME (PRINT) \_\_\_\_\_ WITNESS SIGNATURE \_\_\_\_\_

DATE (dd/mo/year): \_\_\_\_/\_\_\_\_/20\_\_\_\_

**PARENT OR LEGAL GUARDIAN NAME, SIGNATURE AND DATE IF PARTICIPANT IS UNDER 18 YEARS OF AGE:** By signing below, I certify that I am the Participant's custodial parent and/or legal guardian, I have the legal authority to sign this agreement on his or her behalf, and I have the legal authority to and I agree to be bound by this agreement on behalf of myself, all other parents and legal guardians of the Participant, and on behalf of the Participant.

PRINTED FULL NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/20\_\_\_\_

WITNESS NAME (PRINT) \_\_\_\_\_ WITNESS SIGNATURE \_\_\_\_\_