



# ADULT OR STUDENT OVER 18 INFORMATON & WAIVER FORM

THIS FORM HAS TWO PAGES. Please PRINT the information requested below. Complete all blanks and sign on the bottom of the second page.

Please indicate the dates you are attending this program: \_\_\_\_\_

Name \_\_\_\_\_ Sex \_\_\_\_\_  
FIRST MIDDLE LAST

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_ Home \_\_\_\_\_

Person to contact in the event of an emergency: \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

MY HEALTH/ACCIDENT POLICY IS WITH \_\_\_\_\_

POLICYHOLDER NAME \_\_\_\_\_ POLICY NUMBER \_\_\_\_\_ PHONE \_\_\_\_\_

I give permission for MRDF staff to take photos or videos of me participating in these activities, which will remain the property of MRDF to be used in public promotions. NO YES

**MEDICAL INFORMATION** List ANY medical problems, allergies, chronic symptoms, or medications presently being taken.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEDICATIONS PRESENTLY TAKEN: \_\_\_\_\_

Do you use an asthma inhaler?  NO  YES If yes, please make sure the inhaler is packed!

Do you need an epi-pen to avoid life-threatening allergic reactions?  NO  YES  
If yes, please make sure the epi pen is packed!

**SPECIAL DIETARY NEEDS OR ALLERGIES:**

Vegetarian  No red meat  No pork  Gluten-free  Dairy-free  Vegan

Peanut Allergy (severity): \_\_\_\_\_

Other dietary notes: \_\_\_\_\_

Please turn this page over and complete the second side, thank you!

## MarineLab/MRDF ASSUMPTION OF RISKS, LIABILITY RELEASE & HOLD HARMLESS CONTRACT

MarineLab/MRDF is a not-for-profit, non-commercial, home, private and public school / community oriented education program. MarineLab/MRDF educational programs offer rewarding experiences to develop Participant's knowledge and skills essential to understanding marine sciences and resources. In consideration of being allowed to participate in the Program Activities I HEREBY AGREE TO BE CONTRACTUALLY BOUND BY THE FOLLOWING:

**Contract Parties:** On behalf of MYSELF, MY FAMILY, HEIRS, ASSIGNS, REPRESENTATIVES & ALL OTHERS WHO MAY HAVE A CLAIM ON MY BEHALF (hereafter "I" or "Participant"), I voluntarily enter into this contract with MarineLab/Marine Resources Development Foundation, Inc., Key Largo Undersea Park, Inc., Roland Creese LLC d/b/a Island Ventures, their boats (whether owned, operated, leased, or chartered), their owners, directors, sponsors, agents, employees, volunteers, instructors, assistants, educational groups, individuals and all others in connection with Program Activities, whether specifically named or not (hereafter "Released Parties").

**Participant Responsibilities & Assumption of Risks:** I understand there are inherent risks associated with swimming, snorkeling, entering/exiting the water, boating and other related educational activities (herein "Program Activities"). I will use all safe swimming, snorkeling and boating practices. I will at all times while in the water wear a floatation device, remain with my swim partner, maintain situational and self awareness, and use my good judgment to reduce the risks, however, I know the risk of serious injury, illness and death cannot be completely eliminated. I understand Program Activities will expose me to risk of seasickness, panic, stings, bites, infections, pressure related injuries, dangerous environmental conditions, unexpected water or boat movement, fire, capsizing, sinking, grounding, abandonment, collision, being struck by a boat, failure to warn, asphyxiation, hazards of the sea, acts or omission by others, property loss, illness, injury, drowning and death. My participation in Program Activities is voluntary and if I do not feel capable or competent, then I will refrain from the activity. I agree to be solely responsible for my health and safety. DESPITE THE RISK OF SERIOUS INJURY, ILLNESS & DEATH, I VOLUNTARILY CHOOSE TO PARTICIPATE IN PROGRAM ACTIVITIES AND ASSUME ALL RISKS, WHETHER FORESEEN OR UNFORESEEN, WHETHER CREATED OR NOT BY THE RELEASED PARTIES, ASSOCIATED WITH MY PARTICIPATION IN PROGRAM ACTIVITIES.

**Participant's Condition & Insurance:** I will abide by all MarineLab/MRDF policies, rules and regulations. I will participate within my abilities. If I do not feel well or become aware of any unsafe condition, I will refrain from participation. I am physically, medically and mentally fit to participate. I will not hold anyone responsible for any condition I may suffer which results in my injury, illness or death. I will not possess nor consume alcohol, tobacco or drugs (other than those prescribed to me by a physician) while participating in Program Activities. I understand Program Activities may be conducted at remote locations distant from emergency response, and medical care. I AUTHORIZE RELEASED PARTIES TO PROVIDE EMERGENCY FIRST AID & MEDICAL CARE. I AGREE TO BE SOLELY RESPONSIBLE & PAY FOR ALL EXPENSES ASSOCIATED WITH MEDICAL CARE. I ASSUME THESE RISKS & HEREBY RELEASE RELEASED PARTIES FOR FAILURE TO RESCUE OR PROVIDE PROPER EMERGENCY RESPONSE OR MEDICAL CARE.

**Release of Liability:** In consideration of being allowed to participate in Program Activities, I HEREBY AGREE TO FOREVER RELEASE THE RELEASED PARTIES FROM ANY & ALL LIABILITY ARISING AS A RESULT OF PROPERTY LOSS, INJURY, ILLNESS OR DEATH DUE TO ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON THE PART OF ANYONE, INCLUDING THE RELEASED PARTIES. THIS IS A COMPLETE & UNCONDITIONAL RELEASE OF ALL LIABILITY OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.

**Hold Harmless & Indemnification:** I agree to hold harmless, defend & indemnify (defend & pay any judgment, court costs, damages, investigation costs, attorneys' fees, & all other expenses incurred that relate to enforcement of this contract) released parties from any & all claims, causes of action or lawsuits arising from my participation in program activities. I HEREBY OBLIGATE MYSELF OR MY ESTATE TO BE FULLY RESPONSIBLE TO PAY FOR ALL COSTS INCURRED BY RELEASED PARTIES ASSOCIATED WITH ANY CLAIM, CAUSE OF ACTION, LAWSUIT OR JUDGMENT AGAINST RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN PROGRAM ACTIVITIES.

**Contract, Governing Law & Severability:** This is a contract giving up Participant's legal rights. This contract shall be in full legal force from the time the Participant signs it, through the duration of all Program Activities, and into the future until all claims, causes of action or lawsuits against Released Parties arising as a result of Program Activities are fully resolved. Participant agrees that any legal action arising as a result of Program Activities shall be governed by Florida State laws and Monroe County shall be the exclusive venue and jurisdiction of any legal action. If any portion of this contract is found to be unenforceable or invalid, then that portion shall be severed and the remainder shall continue in full legal force. A copy or electronic file of this contract shall have the same legal force as an original signed document. I VOLUNTARILY ENTER INTO THIS CONTRACT BASED EXCLUSIVELY ON THE PREPRINTED TERMS OF THE CONTRACT WITHOUT MODIFICATION OR RELYING ON ANY OTHER REPRESENTATIONS (UNLESS CONTAINED IN A SIGNED ADDENDUM). I AGREE TO BE BOUND BY THIS CONTRACT & FULLY UNDERSTAND THAT I AM GIVING UP MY LEGAL RIGHTS TO THE FULLEST EXTENT ALLOWED BY LAW.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date