

PLEASE NOTE: THIS FORM MUST BE SIGNED. **THIS FORM HAS THREE PAGES.**

**PARTICIPANT INFORMATION**

NAME \_\_\_\_\_  
FIRST MIDDLE LAST

BIRTH DATE \_\_\_\_\_ AGE AT TIME OF PROGRAM \_\_\_\_\_ SEX \_\_\_\_\_

SCHOOL/GROUP \_\_\_\_\_ PROGRAM DATES \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CELL PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

PERSON TO CONTACT IN AN EMERGENCY \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

CELL PHONE \_\_\_\_\_

**DIETARY & MEDICAL INFORMATION**

**SPECIAL DIETARY NEEDS OR ALLERGIES:**

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

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

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

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

POLICY NUMBER: \_\_\_\_\_ POLICYHOLDER NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

**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, 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 am a certified diver or a student under the supervision of my dive instructor. I understand there are inherent risks of serious injury, illness and death associated with swimming, snorkeling, breath-hold diving, scuba diving, hookah diving, underwater habitats, boating, entering/exiting the water and related aquatic educational activities (herein "Program Activities"). I will use all safe diving practices, plan my dive, remain with my dive partner, maintain situational and self awareness, and use my good judgment to reduce these risks, however, I know the risk of serious injury, illness and death cannot be completely eliminated. It is my responsibility to inspect my equipment prior to each dive and to monitor my gas supply throughout my dive. I accept sole responsibility for the function and adequacy of the equipment and breathing gases I use. I understand Program Activities will expose me to risk of panic, drowning, stings, bites, infections, decompression illness, overexpansion injuries, pressure related injuries, breathing gas toxicities, dangerous environmental conditions, fire, capsizing, sinking, grounding, abandonment, collision, being struck by a boat, hazards of the sea, etc. My participation in Program Activities is voluntary and if I do not feel capable or competent, then I will refrain from that 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, AND 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 dive 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 dive. I will not hold anyone responsible for any condition I may suffer that 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, medical care and hyperbaric care. **I AUTHORIZE RELEASED PARTIES TO PROVIDE EMERGENCY FIRST AID & MEDICAL CARE. I AGREE TO BE SOLELY RESPONSIBLE AND 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 considerations 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 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 COSTS ASSOCIATED WITH ANY CLAIM, CAUSE OF ACTION, LAWSUIT OR JUDGMENT AGAINST RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN PROGRAM ACTIVITIES.

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**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. **I VOLUNTARILY ENTER INTO THIS CONTRACT BASED EXCLUSIVELY ON THE PREPRINTED TERMS OF THE CONTRACT WITHOUT MODIFICATION OR RELYING ON ANY OTHER REPRESENTATIONS. I AGREE TO BE BOUND BY THIS CONTRACT & I FULLY UNDERSTAND I AM GIVING UP MY LEGAL RIGHTS TO THE FULLEST EXTENT ALLOWED BY LAW.**

BY MY SIGNATURE I CERTIFY THAT I WILL BE RESPONSIBLE IN ALL RESPECTS FOR ALL OBLIGATIONS OR LIABILITIES, CREATED OR INCURRED, AS A RESULT OF MY PARTICIPATION IN RELEASED PARTIES' PROGRAM ACTIVITIES. I HEREBY AUTHORIZE MARINER'S HOSPITAL OR ANY OTHER PERSONNEL TO PROVIDE EMERGENCY MEDICAL CARE TO ME IN THE EVENT OF ANY EMERGENCY.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY THIS CONTRACT FOR MYSELF (herein referred to as "I" or "Participant"). I UNDERSTAND BY SIGNING THIS CONTRACT I AM GIVING UP LEGAL RIGHTS FOR MYSELF AND ALL OTHERS WHO MAY HAVE A CLAIM AGAINST RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN PROGRAM ACTIVITIES.

\_\_\_\_\_  
Participant Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date