

Waiver of Liability and Hold Harmless Agreement (1 of 2 forms)

1. In consideration for receiving permission to participate in a field trip to any of the Turtle Cove ERS facilities and surrounding natural areas (on the Turtle Cove Pontoon Boat, canoes or other vessels), or to use any Turtle Cove vessels for research, education and outreach in and around the coastal waterways of Louisiana, I hereby release, waive, discharge and covenant not to sue Southeastern Louisiana University, its officers, servants, agents and employees (hereinafter referred to as “releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me and/or my child, or to any property belonging to me and/or my child, whether caused by the negligence of the releasees, or otherwise, while participating in research, education or outreach activities, or while in, on or upon the vessels and premises where such activities are being conducted, while in transit to or from the premises, or in any place or places connected with these activities.

2. I am fully aware of risks and hazards connected with being on a wetland field trip, or using vessels for wetland-related research, education or outreach activities in coastal Louisiana waters, and I am fully aware that there may be risks and hazards unknown to me and/or my child connected with being involved in these activities (a non-exhaustive list could include poisonous snake bites; exposure to hypothermia, extreme heat, sunburn, bad weather; or boating accidents resulting in immersion in the water). I hereby elect to (allow my child to) voluntarily participate in these activities, to enter upon the above named premises and and/or vessels, and to engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me/my child and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me/or my child, or any loss or damage to property owned by me, as a result of my being a participant in these activities, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my and/or my child’s participation in these activities, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this Release, I acknowledge and represent that:

- A. I have read the foregoing Release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent (I may also be the parent or legal guardian of an individual who may be under the age of 18); and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Date: _____ / _____ / _____ School/Group Name: _____

Printed Name **and** Signature of Participant: _____

If Participant is under age 18, Printed Name of Parent/Legal Guardian: _____

If Participant is under age 18, Parent/Legal Guardian Signature: _____