

Participant Agreement

Liability Release, Assumption of Risk and Indemnity Agreement

Please read carefully. The text in this section is a release of liability and waiver of legal rights. Please ensure you complete all the details required in this section and sign and date it.

Earthwatch is excited to have you (or your child) participate in our event and/or data collection program. We appreciate you donating your time in support of our mission. As part of your involvement, you (or your child) may participate in a one-day (or shorter) program, workshop or event and/or collect data on your (or your child's) own time, as a self-directed research activity without Earthwatch's or anyone's direct supervision. While we do not anticipate that this program will involve significant risks, you are the person who will determine whether your (or your child's) activities are reasonable and appropriate. You are responsible for making decisions about your (or your child's) safety and whether the conditions are safe. You should consider issues such as: whether the terrain is uneven, wet, slippery, rocky, or has the potential for slipping and falling; whether you are (or your child is) dressed appropriately; whether the weather conditions present any hazards; whether there are water hazards in the area; and whether there are urban risks such as traffic or crime present. We also recommend that you (or your child) not engage in these activities alone.

We ask that you sign the following, acknowledging your understanding:

I understand that the program in which I (or my child) will participate involves inherent and other risks. Those risks include (but are not limited to) those associated with: being in urban environments such as transportation difficulties, delay or vehicular accidents; political instability; strikes or demonstrations; urban street crime; local regulations; and those associated with working in the outdoors, in forests, or and near water sources such as encounters with wildlife or harmful plants, slipping or falling on the ground or into the water, drowning, and water- or insect-borne illness as well as a whole range of climate, terrain and temperature conditions. I understand these and other risks not listed above can cause or lead to injury, illness, property damage, or, in extreme and unlikely circumstances, disability or death. I agree to assume all the risks of my (or my child's) activities whether inherent or not and whether mentioned above or not.

In exchange for being able to participate in this program, I, on behalf of myself (or my child), my heirs, executors, administrators, successors, and/or assigns, agree and hereby do forever release, waive, and discharge Earthwatch Institute from and agree to defend and indemnify (including attorney's fees and costs) and hold each of them harmless against, any and all liabilities they may jointly or severally incur in respect to any claim, suit, or cause of action, including expenses of litigation, brought by or on behalf of me (or my child) or any other person, on account of any personal injury, death, loss of health, financial loss or damage to property, including any such injury, loss or damage resulting from the negligence of Earthwatch, directly or indirectly sustained by me (or my child) or any other person as a result of my participation in the Earthwatch program(s). However, I do not release Earthwatch from liability caused by the gross negligence or wanton or reckless misconduct of Earthwatch.

This release is intended to be enforced to the fullest extent allowed by law and includes any type of suit. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. The work on this project may be long term, spanning many years. This document is in effect for any Earthwatch activities in which I participate (or my child participates) over that time.

I agree that Earthwatch has the unrestricted right to use any photos or video taken of me (or my child) or that I provide to Earthwatch for marketing materials or other purposes without compensation to or prior authorization from me.



I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

If participant is under the age of 18 (or if participant is a resident of Alabama or Nebraska and is under the age of 19) (or if participant is a resident of Mississippi and is under the age of 21) at the time this document is completed, a parent or legal guardian must agree to the terms and conditions in this document on behalf of the Participant.

I AGREE FOR MYSELF, AND ON BEHALF OF THE MINOR PARTICIPANT, TO ALL OF THE TERMS IN THIS AGREEMENT. I CERTIFY THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF THE MINOR PARTICIPANT.

Project title:		Project start date: (dd/MON/yyyy)	
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First name:		Last name:	
Participant date of birth: (dd/MON/yyyy)		Participant age:	
Mobile: (incl. country code)		E-mail:	
Country of residence:		Gender:	Female <input type="checkbox"/> Male <input type="checkbox"/>
Emergency contact name:		Emergency contact telephone: (incl. country code)	

Signature of participant:	
Signature of parent/ guardian: (if applicable)	
Date: (dd/MON/yyyy)	

Earthwatch Institute includes:

- Earthwatch Institute Inc. (U.S.);
- Conservation Education and Research Trust (U.K.);
- Earthwatch Institute (Australia);
- Earthwatch Institute Japan;
- Earthwatch Limited (Hong Kong);
- Instituto Earthwatch do Brazil;
- Earthwatch Institute, India Trust;
- Earthwatch Institute Private Limited (India)
- Earthwatch (Canada); and
- Their employees, officers, directors, trustees, volunteers, affiliates, scientific staff, cooperating institutions, and other persons acting under their direction and control (collectively “Earthwatch”).

