



2015-2016 MarineLab Program Information & Waiver for MINORS

Page 1 of 2 pages

PARENTS: Please complete both pages of this information & liability release. Your signature on the reverse must be NOTARIZED in order for your child to participate in a MarineLab Program. The verbiage of the Assumption of Risks/Liability Release is required by the State of Florida.

STUDENT NAME _____ DATE OF BIRTH ____/____/____ AGE ____ SEX ____
FIRST MIDDLE LAST

ADDRESS _____ CITY, STATE, ZIP _____

PARENT/GUARDIAN NAME _____

WORK PHONE _____ HOME PHONE _____

CELL PHONE _____

SCHOOL _____ PROGRAM DATES _____

MY HEALTH/ACCIDENT POLICY IS WITH _____ THIS POLICY COVERS MY CHILD: YES NO

POLICYHOLDER NAME _____ POLICY NUMBER _____ PHONE _____

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

MEDICATIONS PRESENTLY TAKEN: _____

Does your child use an asthma inhaler? NO YES If yes, please make sure the inhaler is packed!

Does your child 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: _____

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

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 my child (PARTICIPANT) being allowed to participate in the Program Activities I HEREBY AGREE TO BE CONTRACTUALLY BOUND BY THE FOLLOWING:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

(Pursuant to Florida Statutes § 744.301)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF MarineLab/Marine Resources Development Foundation, Inc., Key Largo Undersea Park, Inc., Jade Diving Inc 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 (herein "Released Parties") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

On behalf of MYSELF, MY PARTICIPANT MINOR, 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 the Released Parties. 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 child's participation in program activities.

I am aware that Released Parties arranges expeditionary trips which involve participation by my child. I wish my child to participate in these trips, and I acknowledge that during those trips, my child may be exposed to certain risks which are inherent in the activity and cannot be eliminated without destroying the unique character of the activity. I understand there are inherent risks associated with swimming, snorkeling, entering/exiting the water, boating and other related educational activities (herein "Program Activities"). PARTICIPANT will use all safe swimming, snorkeling and boating practices. PARTICIPANT will at all times while in the water wear a floatation device, and remain with swim partner, however, I know the risk of serious injury, illness, and death cannot be completely eliminated. I understand Program Activities will expose PARTICIPANT to risk of seasickness, panic, stings, bites, infections, pressure related injuries, dangerous environmental conditions, unexpected water or boat movement, fire, capsize, 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. I understand that the description of these risks is not complete and that other known, unknown or unanticipated inherent risks may result in injury or death. My child's participation in Program Activities is voluntary and if PARTICIPANT does not feel capable or competent, then PARTICIPANT will refrain from the activity. **DESPITE THE RISK OF SERIOUS INJURY, ILLNESS & DEATH, I VOLUNTARILY CHOOSE TO ALLOW MY CHILD TO PARTICIPATE IN PROGRAM ACTIVITIES AND ASSUME ALL RISKS, WHETHER FORESEEN OR UNFORESEEN, WHETHER CREATED OR NOT BY NEGLIGENCE OF THE RELEASED PARTIES, ASSOCIATED WITH PARTICIPATION IN PROGRAM ACTIVITIES.**

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 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.

By my signature I certify that I am the Natural Guardian of the Participant Minor and that I will be responsible in all respects for the Participant Minor as related to any obligations or liabilities, created or incurred, as a result of Participant Minor's participation in Released Parties' Program Activities. I hereby authorize Mariner's Hospital or any other personnel to provide emergency medical care to my Participant Minor. I HAVE READ AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY THIS CONTRACT FOR MYSELF (herein referred to as "I" or "Participant" on both pages) AND MY PARTICIPANT MINOR. I UNDERSTAND BY SIGNING THIS CONTRACT I AM GIVING UP LEGAL RIGHTS FOR MYSELF, MY PARTICIPANT MINOR AND ALL OTHERS WHO MAY HAVE A CLAIM AGAINST RELEASED PARTIES AS A RESULT OF PARTICIPATION IN PROGRAM ACTIVITIES.

Name of Minor (Print)

Natural Guardian Name (Print)

Signature of Natural Guardian

Date

THIS FORM MUST BE NOTARIZED! This person is [personally known] or [provided identification]: Driver's License #: _____

Notary Signature: _____

Notary Stamp

Notary Name (Printed): _____ Date: _____

Commission #: _____ My commission expires: _____