

LIABILITY RELEASE FORM

PLEASE READ CAREFULLY. THE TEXT IN THIS SECTION IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. PLEASE ENSURE YOU COMPLETE ALL DETAILS REQUIRED IN THIS SECTION. BY ENTERING YOUR NAME IN THE SPACE PROVIDED BELOW, YOU ARE AGREEING TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

Earthwatch expeditions are not designed for tourists. 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), Earthwatch Institute Costa Rica and Earthwatch Institute Inc Beijing Representative Office (collectively referred to as "Earthwatch") and the Principal Investigator or Scientist (the person responsible for leading the project on site) (each of whom together with Earthwatch shall be collectively referred to as the "Earthwatch Expedition Team") undertake logistical planning and preparation for the expeditions to tailor them to meet the research needs of Principal Investigators. The expeditions involve conditions, described below and in the Expedition Briefing, which must be carefully considered before agreeing to become a participant in the expedition ("Participant").

Most field research projects require travel to remote areas of the world where logistical requirements and local conditions for Participants and their gear often involve unconventional modes of transportation, no hotel accommodation, limited or distant emergency and health services and limited or non-existent local infrastructure or services. Of equal importance, Participants will experience one or more of the following: the whole range of climate, terrain and temperature extremes, data gathering, physical work, odd hours, frequent moves, delays, frustrations, surprises, equipment failure or malfunction and potential risks and hazards. These potential risks and hazards include (but are not limited to) political instability, transportation difficulties, lack of vehicular safety and medical standards commonly found in developed countries (for example, the absence of seatbelts), increased incidence and severity of vehicular accidents, strikes, sickness, quarantine, local regulations, foul weather conditions, high altitude, crime, natural disasters, wildlife behaviour, staff misjudgement and movements and other events outside the control of the Earthwatch Expedition Team.

Participants must accept that any of these factors may cause changes, delays or other effects. All true expedition work involves a degree of risk and improvisation, which varies from expedition to expedition.

ASSUMPTION OF RISKS AND ASSENT TO EARTHWATCH POLICIES

I understand the requirements for my (or my child's) Earthwatch expedition(s). I have received and read the Expedition Briefing, which describes the risks inherent to the expedition(s) that I am (or my child is) embarking on and understand the risks the Expedition Briefing describes and those described in this Liability Release. I have also had the opportunity to ask the Earthwatch Expedition Team questions in relation to Earthwatch expeditions generally and the expedition(s) that I am (or my child is) embarking on specifically (including the materials provided to me in relation to these expeditions) and I am satisfied with the answers I have received. **I understand these and other risks not listed above can, in extreme and unlikely circumstances, cause or lead to death, injury, illness, property damage, mental or emotional trauma or disability. Further, activities may take place several hours or days from any medical facility or where communication, transportation or evacuation is subject to delay.** I understand the Earthwatch Expedition Team does not seek to eliminate all of these risks, in part, because they are necessary for Earthwatch expeditions or because they are part of the essence of Earthwatch expeditions. **I agree to assume all of the risks of any Earthwatch expeditions that I (or my child) embark on, whether inherent or not, and whether described above or not.**

I have read and understand the policies, rights and responsibilities enumerated in the Earthwatch Institute Policies and Participant Rights and Responsibilities, and the Expedition Briefing (and similar documents) ("Policies"). I accept those Policies as a condition of my (or my child's) participation in an Earthwatch expedition team. I (or my child) agree to abide by the Policies and I accept the consequences described for violations of the Policies (which may result in expulsion from the Earthwatch expedition team without a refund). By entering my name in the space below, I (or my child) agree to participate in the expedition's

activities under the terms and conditions described in this Liability Release, the Policies and other relevant Earthwatch material provided to me.

I declare that I am (or my child is) in good health. I understand it is my responsibility to review all conditions relevant to any Earthwatch expedition(s) that I (or my child) embark on and determine if I am (or my child is) able to safely participate in the expedition(s) and to confer with my doctor if I have a question or concern about my (or my child's) health and my (or my child's) participation in the expedition(s). To the best of my knowledge and belief, the information provided to Earthwatch in the Health Declaration and Self-Assessment form is true and I have not withheld any relevant information. If any of this information changes prior to participating in any Earthwatch expedition, I (or my child) will inform Earthwatch. I authorise the Earthwatch Expedition Team to consent to medical treatment, the administration of x-ray examination, anaesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician or surgeon or the most qualified medical provider. I authorise any such medical provider to release information about me (or my child) and my (or my child's) condition and treatment to Earthwatch. I agree to pay for any and all costs associated with such treatment, including the costs of evacuation, if any.

IMAGE COPYRIGHT AND USAGE and MODEL RELEASE

Licence to Earthwatch

It is acknowledged that while on an Earthwatch expedition, I (or my child) may take photographs, film footage, audio footage and other such recordings ("Individual Materials") and may submit such material to the Earthwatch Expedition Team. It is agreed between myself and Earthwatch that I (or my child) will retain all intellectual property rights (including copyright) in the Individual Materials.

In consideration of Earthwatch allowing me (or my child) to be involved with the Earthwatch expedition, I hereby grant Earthwatch a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide, sub-licensable, assignable licence to use, reproduce, distribute, display and create derivative works of the Individual Materials for any purpose relating to Earthwatch and its promotion ("Licence").

Moral rights consent

I consent to Earthwatch and its licensees and assigns doing or omitting to do any act that would otherwise infringe my (or my child's) "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth)) in the Individual Materials. In particular I consent to Earthwatch and its licensees failing to acknowledge or attribute my (or my child) authorship of any of the Individual Material, falsely attributing authorship of any of the Individual Materials, or making any modification, variation or amendment of any nature whatsoever to any of the Individual Materials, whether or not it results in a material distortion, destruction or mutilation of any of the Individual Materials or is prejudicial to my honour or reputation.

Model release

I understand that by participating in the Earthwatch expedition, my (or my child's) image or voice may be included within photographs, film footage, audio footage and other such recordings taken by an Earthwatch employee or volunteer or a third party ("Earthwatch Materials"). I acknowledge and agree that I (or my child) have no rights (including intellectual property rights) in the Earthwatch Materials.

In consideration of Earthwatch allowing me (or my child) to be involved with the Earthwatch expedition, I hereby consent to Earthwatch and its licensees and assigns using, reproducing, distributing, displaying and creating derivative works of the Earthwatch Materials in any form, in any manner, and in any country, without payment to me (or my child).

I acknowledge and agree that I (or my child) will not be given any right to inspect or approve any Earthwatch Material, or any written copy created in connection with the Earthwatch Materials and that I (or my child) have no right to remuneration in connection with the use of any of the Earthwatch Materials by any person. I agree that I (or my child) will not make any claim for any reason to Earthwatch, its licensees or assigns for remuneration in connection with the use of any of the Earthwatch Materials by any person.

I confirm I am free to enter into this arrangement and have my (or my child's) image used in the manner contemplated by this release.

I acknowledge and agree that this release is irrevocable, worldwide and perpetual.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the Earthwatch Expedition Team accepting me (or my child) as a Participant, I, on behalf of myself, my child, my heirs, executors, administrators, successors, and/or assigns:

1. subject to paragraphs 4 and 5 below, acknowledge and agree:
 - a. that each of the Earthwatch Expedition Team, their employees, officers, directors, trustees, participants, agents, affiliates, scientific staff, cooperating institutions and other persons acting under their direction and control (collectively referred to as "Released Parties") will have no liability whatsoever for personal injury, death, loss of health, financial loss, damage to property or any other loss or damage suffered by me, my heirs, executors, administrators, successors and/or assigns; and
 - b. to release each of the Released Parties from and in relation to, any and all liabilities they may jointly or severally incur to me, my heirs, executors, administrators, successors and/or assigns, in respect of any claim, suit or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage suffered;
2. subject to paragraphs 4 and 5 below, indemnify and keep indemnified each of the Released Parties in relation to any and all liabilities they may jointly or severally incur, in respect of any claim, suit or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage caused or contributed to by me (or my child);
3. agree that the Earthwatch Expedition Team is not responsible or liable for acts or omissions of third parties, including but not limited to cooperating institutions, independent contractors, other entities or other Participants (unless legislation operates to make the Earthwatch Expedition Team liable for the acts or omissions of the other Participants, in the relevant circumstances);
4. understand that nothing in this Liability Release excludes, restricts or modifies any consumer guarantee, right or remedy conferred on me (or my child) by the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement;
5. agree, to the fullest extent permitted by law, that the liability of the Earthwatch Expedition Team for a breach of a non-excludable consumer guarantee referred to in paragraph 4 above is limited, at the Earthwatch Expedition Team's option, to refunding any amount paid by the Participant or to providing another similar expedition; and
6. agree that:
 - a. any provision of this Liability Release which is invalid in any jurisdiction must, in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from this Liability Release in any other case, without invalidating or affecting the remaining provisions of this Liability Release or the validity of that provision in any other jurisdiction;
 - b. this Liability Release contains the entire understanding between myself (or my child) and the Earthwatch Expedition Team concerning the subject matter of this Liability Release and supersedes, terminates and replaces all prior agreements and communications between us;
 - c. this Liability Release will continue to have effect after my (or my child's) participation in any Earthwatch expedition; and
 - d. the jurisdiction and law applicable to any dispute I (or my child) may have with the Earthwatch Expedition Team is that of Victoria, Australia and I submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and the Commonwealth of Australia in respect of all matters arising out of or relating to this Liability Release, its performance or subject matter.

PRIVACY STATEMENT AND AUTHORITY

At Earthwatch Institute (Australia) we value your privacy. Earthwatch Institute (Australia) is bound by the *Privacy Act 1988* (Cth) (**Privacy Act**) when we collect and handle your personal information.

This Privacy Statement and Authority covers information we collect from you regarding:

- Personal History
- Health
- Travel
- Liability Release
- Water Skills
- Expedition Evaluation

and any other information that we may collect from you in the course of our relationship with you.

About Your Information

At Earthwatch Institute (Australia), we collect personal information that is necessary to provide and manage the expeditions or services we offer, develop and identify expeditions and services that may interest you and to conduct market or customer satisfaction research. If you do not provide the personal information requested of you to Earthwatch Institute (Australia), we may be unable to carry out these functions (for example, we may be unable to enrol you in an Earthwatch expedition).

Earthwatch Institute (Australia) discloses personal information to third parties when necessary to assist them and us in providing and managing the relevant services and expeditions. This may include our affiliate offices (which are located in the US, UK, Japan, Hong Kong, Brazil, India, Canada, Costa Rica and China), expedition principal investigators, and other team members. Earthwatch Institute (Australia) limits the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

By entering your name in the space below you authorise Earthwatch Institute (Australia) to collect, hold, use and disclose your personal information for these purposes including transferring your personal information overseas. You also give express authority for Earthwatch Institute (Australia) to, where applicable collect, hold, use and disclose your personal information that amounts to sensitive information under the Privacy Act, as required to provide and manage the relevant product or service including transferring your sensitive information overseas.

Health Information

Under the Privacy Act health information is deemed to be sensitive information and attracts a higher level of protection. Earthwatch Institute (Australia) requires certain health information to be provided by all volunteers. This information will be used for screening purposes and/or in the event of a medical emergency on the expedition. This information will be kept confidential and will not be used other than for the purposes for which it is supplied.

Personal Information About Others

If Earthwatch Institute (Australia) gives you personal information pertaining to others (for example, contact details of expedition team members) you must only use it for the purposes for which it is given (i.e. to make contact with regard to the Earthwatch expedition).

When you give Earthwatch Institute (Australia) personal information pertaining to others (for example your emergency contact), we rely on you to have made or make them aware that you will or have provided their information to us and the third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it or make a privacy complaint. If it is sensitive information Earthwatch Institute (Australia) relies on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

Access to your personal information

Earthwatch Institute (Australia) will allow you to access and correct personal information we hold about you as required by law. If you have any questions about how Earthwatch Institute (Australia) handles your personal information, or would like to request access to that information, please contact us:

- by mail – Earthwatch Institute (Australia), 126 Bank Street, South Melbourne, VIC 3205
- by telephone – 03 9016 7590

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by Earthwatch Institute (Australia), please contact us using the details above.

Earthwatch Institute (Australia)'s Privacy Policy which can be accessed at <http://www.earthwatch.org/> contains further information about how Earthwatch Institute (Australia) generally handles your personal information including:

- how you can access and correct personal information we hold about you; and
- how you can submit a privacy complaint to Earthwatch Institute (Australia) and how Earthwatch Institute (Australia) will deal with your complaint.

PERMISSION TO COLLECT, HOLD, USE AND DISCLOSE YOUR PERSONAL (INCLUDING SENSITIVE) INFORMATION

I hereby consent to Earthwatch Institute (Australia) collecting, holding, using and disclosing personal (including sensitive) information gathered about me (or my child) for and in the course of my expedition in accordance with the above Privacy Statement and Authority, except for information that has been agreed to be kept confidential such as that on health forms or quotations on evaluations (when marked as such). (Examples may include captioning a photo of you with your name, or releasing your name occupation or town as a potential interviewee to a member of the press upon your return).

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.