

## C. Participant Agreement

### INCLUDES A RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read carefully. The text in this section includes a release of liability and waiver of legal rights.

The Signature of the Participant is required. For minor Participants, signature(s) of the parent(s) or legal guardian(s) are also required. Please be sure to complete all of the fields below in full.

An Earthwatch project can be an enjoyable, enlightening, and potentially life-changing experience, but all true field research activities involve a degree of risk which varies from project to project. Earthwatch\* and the Earthwatch Scientist (the person responsible for leading the project on site who may not be an Earthwatch employee) (collectively referred to as the "Earthwatch Field Team") undertake logistical planning and preparation for the projects to tailor them to meet the research needs of Earthwatch Scientists. The projects involve conditions, described below and in the Online Expedition Briefing, which must be carefully considered before accepting a Participant position.

\*Earthwatch collectively refers to and includes: Earthwatch Institute Inc. (U.S.); Earthwatch Expeditions Inc.; Earthwatch International; Conservation Education and Research Trust (U.K.); Earthwatch Institute (Europe); Earthwatch Institute (Australia); Earthwatch Institute Japan; Earthwatch Limited (Hong Kong); Instituto Earthwatch do Brazil; Earthwatch Institute, India Trust; Earthwatch Institute Private Limited (India); and Earthwatch (Canada).

### ASSUMPTION OF RISKS AND ASSENT TO EARTHWATCH POLICIES

Some of the characteristics that may make a project attractive to you may also put you (or your child) and your (or your child's) property at risk. 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 accommodations or modes of transportation, 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: data gathering; physical work; odd hours; delays; frustrations; surprises; equipment failure or malfunction, and potential hazards. The 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 seat belts); increased incidence and severity of vehicular accidents; strikes; sickness; insect-borne and other diseases, including COVID-19, epidemics, pandemics and resulting quarantines and the negative impacts on travel and healthcare; local regulations prohibiting conduct that is legal in your home country; a whole range of climate, terrain and temperature extremes; other foul weather conditions; high altitude; crime; natural disasters; wildlife encounters, dangerous wildlife or poisonous plants and animals; staff misjudgment; and events outside the control of the Earthwatch Field Team. Participants (and the parent(s)/guardian(s) of minor participants) must accept that any of these factors may cause changes, delays, injuries, death, or other effects.

I understand the requirements for my (or my child's) Earthwatch project(s). I declare that I am (or my child is) in good health. I have received and read the Online Expedition Briefing document(s), Expedition Logistics Document(s) and Packing List(s), which describes some of the risks inherent to the project(s) that I am (or my child is) embarking on and understand the risks the Online Expedition Briefing document(s) and those described in this document. **I understand these and other risks not listed above can cause or lead to injury, illness, property damage, or in unlikely circumstances, mental or emotional trauma, disability or death. Further, activities may take place several hours or days from any medical facility or where communication, transportation, and/or evacuation are subject to delay.**



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I understand the Earthwatch Field Team does not seek to eliminate all of these risks, in part, because they are necessary for the scientific project or because they are part of the essence of an Earthwatch project. **I agree to assume all of the risks of my (or my child's) project(s), whether inherent or not, and whether described above or not.**

I have read and understand the policies, rights, and responsibilities enumerated in the documents entitled **Terms and Conditions, Participant Code of Conduct, Teen Behavior Agreement** (for teen participants) and in the Online Expedition Briefing document(s) (and similar documents). I accept those policies and the ones described in this document as a condition of my (or my child's) participation in an Earthwatch project(s). **I agree to abide (or have my child abide) by the Earthwatch policies and I understand violations of the policies may result in expulsion at my own expense and without a refund.** By signing below, I agree to participate (or have my child participate) in the expedition activities under the terms and conditions described in this document and other Earthwatch materials.

**I understand it is my responsibility to review the project conditions and determine if I am (or my child is) able to safely participate in the project(s) and to confer with my (or my child's) doctor if I have a question or concern about my health and my participation (or my child's health and participation) in the project(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 fielding, I will inform Earthwatch. I understand I am only providing this information so that it will be available in an emergency. By allowing my (or my child's) participation, Earthwatch is not guaranteeing that it can address any medical or psychological issues that I (or my child) might face connected with the project(s).

In the event of an emergency when I am not able to consent to treatment myself, I authorize the Earthwatch Field Team to consent to medical treatment, the administration of x-ray examination, anesthetics, 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 authorize any such medical provider to release information about me (or my child) and my condition (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, that are not covered by insurance.

## **IMAGE COPYRIGHT AND USAGE AND MODEL RELEASE**

I consent to the Earthwatch Field Team publishing, republishing or otherwise transmitting any photograph, image or film/video/audio footage taken of me (or my child) during an Earthwatch project, without compensation to me (or my child). I will retain the copyright to any images or footage I submit (or my child submits) from the project(s), but the Earthwatch Field Team will have unrestricted rights to use and distribute them free of charge for marketing and editorial materials that promote Earthwatch and its projects.

Example uses for images or footage taken of me (or my child) or submitted by me (or my child) include, but are not limited to, project guides, Online Expedition Briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, social media and the Earthwatch website. I consent to the Earthwatch Field Team releasing images or footage taken of me (or my child) or submitted by me (or my child) to members of the press or other media outlets including, but not limited to for-profit and non-profit newspapers, magazines, journals, newsletters and other publications and web sites interested in reporting on the project. I hereby waive any right that I (or my child) may have to inspect or approve a finished product or the copy that may be used in connection with images or footage taken of me (or my child) or submitted by me (or my child), or the use



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to which it may be applied. I further release to the Earthwatch Field Team from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images or footage.

### RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the services provided by the Earthwatch Field Team, I, agree and hereby forever release, waive, and discharge the Earthwatch Field Team, their employees, officers, directors, trustees, participants, affiliates, scientific staff, cooperating institutions, and other persons acting under their direction and control, as well as grantors supporting Earthwatch in connection with their act of provide funding to Earthwatch (“the Released Parties”), from all claims and liabilities they may jointly or severally incur in respect of any claim, suit, or cause of action, as a result of my (or my child’s) participation in the Earthwatch project(s) or the use of equipment or facilities.

I further agree to defend and indemnify the Released Parties (meaning to pay or reimburse them for money they are required to pay, including attorneys’ fees and costs) and hold them harmless against all claims and liabilities related to my (or my child’s) participation in the Earthwatch project(s) or the use of equipment or facilities.

These release and indemnity agreements are made on behalf of myself, my child, my heirs, executors, administrators, successors, and/or assigns and apply to claims brought by or on behalf of me, my child, a family member, personal representative, estate, or any other person, on account of any personal injury, illness, disability, death, loss of health, financial loss or damage to property, including any such death, disability, injury, loss or damage resulting from the negligence of the Released Parties, directly or indirectly sustained by me, my child, a family member, a co-participant, or any other person.

I understand and accept that the Released Parties do not control and thus are 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.

This release is intended to be enforced to the fullest extent allowed by law and includes any type of suit. However, I do not release the Released Parties from liability on account of injury, loss, or damage to me (or my child) directly caused by the gross negligence or wanton or reckless misconduct of the Released Parties.

This Liability Release shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue for any action or claim relating to this Participant Agreement shall be the courts located in the Commonwealth of Massachusetts. 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.

**This document is in effect for this and any future projects unless revoked in writing and received by Earthwatch prior to the project.**

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

Participant Name:		Date of Birth: (dd-MON-yyyy)	
Participant Signature:		Date of Signature: (dd-MON-yyyy)	



**ADDITIONAL PROVISIONS FOR PARENT OR LEGAL GUARDIAN:**

## Consent for Minor Participants

A parent or legal guardian must also complete and sign below if, at the time this document is signed, the:

- Participant is under the age of 18; or
- Participant is a resident of Alabama and is under the age of 19; or
- Participant is a resident of Mississippi and is under the age of 21.

**I give consent for my child to participate in the Earthwatch expedition(s).**

Should any medical emergency arise, if time permits, the Earthwatch Field Team will communicate with one or both parent(s)/guardian(s) and request permission for surgery or other necessary treatment; however, if in the sole judgment of the Earthwatch Field Team, time and circumstances do not permit communication with us, as described above, or we cannot be reached, I authorize the Earthwatch Field Team to consent to medical treatment as described above.

The possession and/or use of alcoholic beverages, tobacco or illegal drugs by a child participating on an Earthwatch project is strictly prohibited. **I agree that if my child uses or possesses alcohol, tobacco or illegal drugs during any part of the project(s), or is in violation of any other Earthwatch policy, he/she may be sent home immediately at my expense, it is my responsibility to arrange and pay for any and all travel required, and I will not be entitled to a refund.**

Earthwatch Institute is not responsible for my child during the child’s travel to and from a project rendezvous location. I understand that Earthwatch Institute assumes a reasonable level of responsibility for my child at the rendezvous time and place and relinquishes responsibility at the departure time and place.

**I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON MY CHILD’S BEHALF. I, FOR MYSELF AND ON BEHALF OF MY CHILD, AGREE TO ALL THE PROVISIONS IN THIS ENTIRE DOCUMENT INCLUDING THE RELEASE OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISKS.**

Name(s) of custodial parent or legal guardian:		
Relationship to the Participant:		
Signature(s) of custodial parent or legal guardian:		
Date of Signature: (dd-MON-yyyy)		

All personal details will be stored in accordance with the Massachusetts Data Protection Laws 2010 and will be held on our secure server. For more information see: <https://earthwatch.org/privacy-policy>.

**Please return all completed forms to Earthwatch by the deadline stated in your confirmation email.**