

I. Participant Agreement for One Day Programs

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

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; illness including COVID-19, epidemics, pandemics and resulting quarantines and the negative impacts on travel and healthcare; 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 unlikely circumstances, mental or emotional trauma, disability or death. I agree to assume all of the risks of my (or my child's) activities, whether inherent or not, and whether described 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 forever release, waive, and discharge Earthwatch from and agree to defend and indemnify (including attorneys' fees and costs) and hold each of them harmless against, any and all liabilities they may jointly or severally incur in respect of any claim, suit, or cause of action, including expenses of litigation brought by or on behalf of me, 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, my child or any other person as a result of my (or my child's) participation in the Earthwatch program(s).** However, I do not release Earthwatch from liability directly 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.



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The work on this project may be long term, spanning many years. **This document is in effect for this and any future 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 THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

Participant Name:			
Mobile Phone: (incl. country code)		Date of Birth: (dd-MON-yyyy)	
Email:		Country of Residence:	
Emergency Contact Name:		Emergency Contact Phone Number: (incl. country code)	
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 program(s).

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.

Signature of Parent or Legal Guardian:		Date of Signature: (dd/MON/yyyy)	
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*Earthwatch collectively refers to and includes: Earthwatch Institute Inc. (U.S.); 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).

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>.