

FIELD WORK AND LABORATORY PARTICIPANT AGREEMENT

In consideration of my being allowed to participate in programs which may include classes, field trips, laboratory work, or voyages on vessels owned and operated by the School of Marine Science/Virginia Institute of Marine Science (SMS/VIMS) (beginning on the _____ day of _____, 20_____, continuing for a duration of one year from this date, I (“the Participant”) do hereby release the Commonwealth of Virginia, the College of William & Mary (“the College”), its board of visitors, SMS/VIMS, and its officers, employees, and agents (“the Sponsors”) from responsibility for:

- Any and all injuries caused by the negligence, recklessness, or intentional acts of myself and/or any third parties. This waiver does not include injury caused by the negligence, recklessness, or intentional acts by the Sponsors.
- Any and all property damage that may occur while I participate in classes, field trips, laboratory work, or sea voyages on vessels owned and operated by SMS/VIMS. This waiver includes all property damage, including that caused by the negligence, recklessness, or intentional acts of myself, third parties, and/or the Sponsors.

I hereby acknowledge that my (or my child’s) participation is strictly voluntary, and that by signing this document I knowingly assume all risks associated with my (or my child’s) participation in field or laboratory work at SMS/VIMS. I (or my minor child) agree to follow all supervisory instructions while participating in activities of the Sponsors.

Assumption of Risk: I fully appreciate the nature and extent of the risks involved in and including participating in classes, field trips, laboratory work, or voyages on vessels owned and operated by SMS/VIMS. Participation in field trips, laboratory work, and sea voyages carry inherent risks that cannot be eliminated regardless of the care taken. These risks include, but are not limited to:

- Minor cuts and abrasions
- Insect-borne illnesses
- Injuries and illnesses resulting from the effects of weather, including high heat or cold temperatures, high winds, humidity, and precipitation
- Drowning
- Chemical and thermal burns
- Absorption and inhalation of chemicals
- Ingestion of chemicals
- Unanticipated failure of laboratory equipment

Representations Concerning Health: With full knowledge of the risks inherent to classes, field trips, laboratory work, or sea voyages on vessels owned and operated by SMS/VIMS, I represent that I (or my child) am in good health and do not have any condition which will interfere with my (or my child’s) ability to participate in these activities or endanger my (or my child’s) health in connection with these activities. I acknowledge valid and current insurance to cover any injury or damage I (or my child) may cause or suffer while participating in the classes, field trips, laboratory work, or voyages on vessels owned and operated by SMS/VIMS. I authorize, but do not obligate, a SMS/VIMS representative to seek emergency medical treatment for me (or my child) in the event of an accident or illness that occurs during my (or my child’s) participation in class, a field trip, laboratory work, or a sea voyage on a vessel owned and operated by SMS/VIMS, even in the event that I (or my child) am unconscious or otherwise cannot consent.

I attest that if I (or my child) have recently suffered an illness, injury, or impairment, or have any concerns about my (or my child's) ability to participate in the classes, field trips, laboratory work, or sea voyages on vessels owned and operated by SMS/VIMS, I should have or did consult a physician prior to my participation. I further take full responsibility for consulting a physician if I experience any doubt as to my (or my child's) ability to successfully and safely complete the classes, field trips, laboratory work, or sea voyages on vessels owned and operated by SMS/VIMS once they have begun.

Acknowledgement of Understanding: I have read this agreement and fully understand its terms. I understand that I may consult an attorney before signing this document if I so choose. I acknowledge that I am signing the agreement freely and voluntarily, and intend it by my signature to be a release of liability as stated above and as it relates to activities of the Sponsors to the greatest extent allowed by law. I further state that I am of lawful age and legally competent to sign this affirmation and release (or that I am lawfully signing it on behalf of a minor child), and that I have signed this document of my own free will.

I give permission for SMS/VIMS and/or the College to take still photographs and or videos of me (or my minor child) and to use and distribute these images without compensation, on any media platform, including but not limited to the VIMS website, social media, and local news media outlets. I understand that I am not required to give this permission to participate in the program.

Signed at _____, Virginia on this _____ of _____, 20____.

(Participant's Signature)

(Participant's Printed Name)

(Signature of Parent or Guardian. **If Participant is a minor – signature requires a notary.**)

JURAT

City/County of _____
Commonwealth of Virginia

The foregoing instrument was subscribed and sworn

before me this _____ day of _____, 20____

By _____

Notary Public's signature
Notary Registration number: _____

My commission expires: _____