RELEASE FROM LIABILITY FOR DEATH OR INJURY OCCURRING ON VESSELS OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI

For and in consideration of being allowed or offered passage on a vessel belonging to the University of Southern Mississippi’s Gulf Coast Research Laboratory (“the activity”), I do hereby release and agree to defend, indemnify and hold forever harmless, the State of Mississippi, the University of Southern Mississippi, the Gulf Coast Research Laboratory, their Trustees, Officers, Agents, Employees (including students employed by the University, whether part-time or full-time), from any responsibility, liability, obligation, claims, demands, injury or damage to person (including death or disability) or property of myself or others arising from, growing out of or resulting from embarking, disembarking, or engaging in any activity whatsoever on board any vessel owned by the University of Southern Mississippi, Gulf Coast Research Laboratory, or any of their affiliates, whether caused by my own negligence or the negligence of others, whether the risks are known or unknown, anticipated or not. I further certify that I am in good health, and have no physical limitations which may adversely impact the safe participation in the activity by myself or others.

I understand that participation in this activity is purely voluntary and, that this activity involves substantial risk of bodily injury and/or death, property damage and other damages associated with participation in such activity. With full knowledge of such risk, I hereby agree to assume such risks normally associated with participation in said activity, and relieve the State of Mississippi, the University of Southern Mississippi, and the Gulf Coast Research Laboratory of any and all liability for such losses, injuries or death. I expressly understand and agree to be solely responsible for any costs arising out of any bodily injury or property damage sustained through participation in this activity. I understand that the University will not be responsible for any medical bills I incur as a result of participation in this activity.

I agree that the purpose and intent of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Mississippi law. I agree that if any portion of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect, and that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I have read the above instrument and fully understand its intent.

__________________________  ______________________________  __________________________
Name (print)               Signature              Date

__________________________  ______________________________  __________________________
Master of the Vessel (print)  Signature              Date

SEE REVERSE FOR STUDENTS UNDER THE AGE OF 18
RELEASE FROM LIABILITY FOR DEATH OR INJURY
OCcurring ON VESSELS OF THE
UNIVERSITY OF SOUTHERN MISSISSIPPI

FOR STUDENTS UNDER 18 ONLY*

I understand that, as a student under 18, the signature of my parent or guardian is required in the space indicated below and that such signature signifies acceptance by said parent or guardian that the terms and conditions herein shall be binding upon them and shall constitute a release by them in the same manner and with the same force and efforts as above set forth in regard in participating in the said activity.

YOU MUST READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. THIS RELEASES THE STATE OF MISSISSIPPI, THE UNIVERSITY OF SOUTHERN MISSISSIPPI, AND THE GULF COAST RESEARCH LABORATORY FROM ANY LIABILITY RESULTING FROM MY PARTICIPATION IN THE ABOVE DESCRIBED ACTIVITY.

BY SIGNING THIS DOCUMENT, I CERTIFY THAT NO OTHER REPRESENTATIONS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THIS WRITTEN AGREEMENT. I UNDERSTAND THAT THIS ACTIVITY CAN BE DANGEROUS. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS.

USM ID # ___________________________ Date of Birth _____ / _____ / ________

Campus/Local Address ________________________________

Local Phone # ___________________________ E-mail ________________________________

Participant Signature __________________________________________________________

* Parent/Guardian Signature ___________________________ Date ________________

* Parent’s Name and Address ____________________________________________________________________________

* Parent’s Phone Number ____________________________

Emergency Contact ___________________________ Phone # __________________________

Address _______________________________________________________________________________________

USM-GCRL Program Advisor/Staff

My signature affirms that I have covered the information with this individual.

_________________________________________ ___________________________ __________
Name (print) Signature Date