

# **SEA TURTLES FOREVER LIABILITY RELEASE FORM**

Please review the following Liability Release Form prior to signing up for a trip.

## **Acknowledgement & Assumption of Risks**

Sea Turtles Forever (STF) maintains high levels of training and has experienced guides. However, outdoor activities may involve risks, hazards, and dangers. Some risks are inherent in the activities and cannot be eliminated or reduced. These inherent and other risks, hazards, and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. I understand that STF does not want to frighten me or reduce my enthusiasm for these activities, but believes that it is important for me (and my parents, if I am a minor) to know in advance what to expect and to be informed of the risks.

Some, but not all of these risks, hazards, and dangers include:

- Travel in wilderness and beach terrain where trails or routes may not be groomed, maintained or controlled. While traveling in these areas, hazards may not be marked or visible; tropical weather changes quickly, heavy rains, winds and floods may occur; and high surf, rip-currents, lightning, rivers, creeks, falling rocks, low hanging branches, hidden rocks and stumps, and other natural hazards exist.
- Volunteers will be on their feet for long periods of time 5 days a week starting at 3:00am. Blisters on feet and sunburn are common so volunteers are advised to wear sunscreen and protective clothing and hats. Volunteers *must wear closed toe shoes* while on patrol. There is diverse wildlife in Costa Rica including dangerous and potentially deadly reptiles and insects. Potentially hazardous wildlife including, but not limited to crocodiles, snakes, spiders, and bees may be encountered on patrol or in daily activities in Costa Rica.
- Sea turtle eggs are a food for some residents of Costa Rica. Some residents in the turtle patrol areas are not supportive of STF efforts to hide and protect sea turtle nests. The possibility of violence directed at STF patrollers does exist.
- STF staff must make various judgments and decisions as they conduct sea turtle patrols and activities in changing outdoor and social conditions. These judgments are, by their nature, imprecise and subject to error. Consequently, there are risks involved in guide decision making and conduct including, without limitation, the risk that a STE representative may misjudge weather, terrain, ocean tides, water level, or misjudge medical treatment.
- The potential exists that the client, other participants, or third parties (e.g. rescue squad, hospital) may act carelessly, recklessly or generally fail to exercise care.
- STF activities may take place in remote places, several hours from any medical facilities, where communication and transportation are difficult and where evacuation and medical care may be delayed.
- Unpaved and poor road conditions contribute to car accidents.
- Theft is a common occurrence in Costa Rica. Loss of personal belongings is not the responsibility of STF.
- Such other risks, hazards, and dangers which are generally associated with challenging outdoor activities.

These and other risks, hazards and dangers may result in volunteers (for example): 1)falling, 2)being struck, 3)colliding with objects or people, 4)experiencing vehicle collision (unpaved and poor road conditions contribute to car accidents), 5)reacting to tropical climate and weather conditions. These and other circumstances may cause dehydration, drowning, heart or lung complications, broken bones, concussions, wounds, or other injury or illness, mental trauma, disability or death.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards, and dangers may result in injury, damage or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in STF activities that have not been disclosed to STF. I represent that I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that STF staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards, and dangers associated with these activities. I understand the presence of STF personnel is no assurance of my safety or the lessening of these risks.

STF mandates that volunteers have their own health insurance coverage. I will obtain and provide STF with proof of health insurance that covers me in the country of Costa Rica before my trip.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, and my parents(s), if I am a minor, assume and accept full responsibility for myself, for those risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by myself and them, resulting from those risks, and resulting from my own negligence.

### **Release & Indemnity Agreement**

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, have read the acknowledgment & assumption of risks above and agree to release, indemnify and defend STF with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees) made or brought by anyone, including a co-participant, third party, my child, or any members of my or my child's family arising out of any injury, damage death, of other loss in any way connected with my or my child's participation in STF activities or use of STF equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of STF. I understand and hereby agree to waive all claims against STF, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against STF, as a result of any injury, damage, death or other loss suffered by me or my child.

Although my relationship with STF and all activities performed may be entirely outside the borders of the United States, I hereby agree that this and all other aspects of my relationship with STF are governed by Oregon State law. Further, any mediation, suit, or other proceeding arising out of, or relating to my participation in STF activities, must be filed exclusively in the State of Oregon, and Oregon State law shall apply. I agree to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Oregon mediator. I also agree that if I, my child, or someone on the child's behalf, asserts(s) a claim or file(s) a suit against STF, I will pay all costs and attorney's fees incurred by STF in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that STF is not responsible for the injury or loss.

I authorize STF personnel to obtain or provide medical care for me/my child, or to transport me/my child to a medical facility. I further authorize STF staff or other medical personnel to render such treatment they deem necessary for my/my child's health. I agree that STF has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care or evacuation whether or not authorized by me.

## Additional Terms

**The following activities are prohibited while participating with STF. Any STF participant, volunteer, intern or other participating in these activities while actively working with our program will be immediately dismissed from the program with no refund. Please be responsible for and respectful of these rules.**

No consumption of alcohol by minors.

No consumption of alcohol by adults 8 hours prior to patrol or any STF activity.

No drugs.

No sexual advancements or relations between STF volunteers or staff.

No negative gossip about other STF members including; directors, staff, and volunteers.

No insubordination toward directors or leaders

**Photo Release:** I authorize STF, and/or parties designated by STF, to use my or my child's photo for sale or reproduction for advertising, display, audiovisual, exhibition or editorial use.

Any portion of this agreement deemed unlawful or unenforceable shall not affect the remaining provisions of this agreement, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

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Participant Print name

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Participant Signature and Date

Parent(s) or Guardian(s) must sign below for any participating minor (for those under 18 years of age) and agree that they are subject to all the terms of this Agreement, as set forth above. If I *have* a participating minor, I understand that my signature here includes my agreement per the terms of this Agreement to release any claims I may have against STF, as a result of any injury, damage, death, or other loss suffered by my child, and to defend and indemnify STF should my child, someone on the child's behalf, or a co-participant or third party, bring a claim against STF, in any way connected with my child's participation in STF activities or use of STF equipment or facilities.

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Parent or Guardian Print name

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Parent or Guardian Signature and Date