



## LIABILITY RELEASE AND WAIVER OF CLAIMS

Boating and other activities on and near the water are dangerous and involve many hazards and risks, such as:

- Risks related to the water, such as drowning, injury from marine life such as shark bites or jellyfish stings, or injury from plant life or man-made objects in the waters
- Risks arising from unaccustomed physical activity and use of boating equipment
- Risks related to the weather and other forces of nature.

I am aware that my participation in the activity described below will expose me to these **and other** risks and dangers, and could result in injury, illness, damage to property or even my death. I also understand that any injury or damages that may result could arise from the actions, inactions or negligence of others, such as employees of the Virginia Institute of Marine Science (“VIMS”) of the College of William & Mary in Virginia (the “College”).

In consideration of being allowed to participate in this activity, I hereby forever release the Commonwealth of Virginia, VIMS, the College, its Board of Visitors and their respective employees, agents and students from all liability and responsibility for any claims, losses or demands relating to injury, death or damages to myself or my property, which may result from, or arise in the course of, such activity, including claims, losses or demands caused or alleged to be caused in whole or in part by the negligence of VIMS or any of the above entities, except to the extent that such injury, death or damages is caused solely by any of their gross negligence or willful misconduct.

I also agree to indemnify and hold harmless VIMS, the Commonwealth of Virginia, the College, its Board of Visitors and any of their respective employees, agents or students for any injury or damages to any other person caused by my negligence or intentional acts or inactions during this activity.

Despite the risks and dangers, and having read and understood this form and the releases, waivers and indemnifications contained herein, I voluntarily agree to participate in the following activity:

\_\_\_\_\_

[INSERT DESCRIPTION OF ACTIVITY/VOYAGE]

[on n/a \_\_\_\_\_, a vessel owned and operated by VIMS.]

By my signature below, I agree to the releases, waivers and indemnifications contained in this form.

Signature: \_\_\_\_\_ (parent or guardian)

Printed Name: \_\_\_\_\_

(provide names of parent/guardian AND minor)

Date: \_\_\_\_\_