**Duke University Marine Laboratory**

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of having possession and operational control of (1) the Research Vessel Richard T. Barber (a 27’ vessel manufactured by Safe Boats International, HIN EGO01859I313V1244), (2) an EZ Loader Boat Trailer (VIN# 1ZEAAT2M6EA003261), (3) a Chevrolet Silverado 3500HD Truck (VIN# 1GC4KZC85EF155214), (4) associated equipment and facilities, in Charter from Duke University Marine Lab with intent to conduct research vessel operations, I do for myself, my heirs, representatives or assigns hereby release, waive, discharge and covenant not to sue, or in any way hold liable, Duke University, its officers, governing boards, employees or agents for resulting personal loss, personal injury, accident, illness, death or property loss.

**Assumption of Risks:** Participation in research vessel operations carries with it inherent risks that cannot be entirely eliminated. Some risks are known and may be mitigated. Unknown risks are likely. Specific risks vary by activity but may include scratches, bruises, fractures, eye injuries, joint or back injuries, concussions, hypothermia, sunburn, heat injury, drowning and death. I here assert that I understand these and other risks are inherent in research vessel operations. I also assert that my participation in research vessel operations is voluntary and that I knowingly assume all such risk.

**Indemnification and Hold Harmless:** I here agree to indemnify and hold harmless Duke University, its officers, governing boards, employees or agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees, brought as a result of my involvement in research vessel operations.

**Severability:** I expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand the stated terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to execute a complete and unconditional release of all liability to the greatest extent allowed by law.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Participant Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name and Institutional Affiliation