



LIABILITY RELEASE AND WAIVER OF CLAIMS FOR ON-THE-WATER ACTIVITIES

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

- Risks related to the water, such as drowning, injury from marine life such as jellyfish stings and shark bites, or injury from plant life or man-made objects in the waters
• Risks arising from unaccustomed physical activity or the use of boating equipment
• Risks arising from being in the dynamic environment of a vessel on the water
• 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 (the College).

In consideration of being allowed to participate in this activity, I hereby and 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 the activity/voyage)

\_\_\_\_\_

on \_\_\_\_\_, a vessel owned and/or operated by VIMS.

By my signature below, I agree to the releases, waivers, and indemnifications contained in this form. If any person participating in this activity or boarding this vessel is a minor, a parent or legal guardian must sign on that person's behalf.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Information:

Agency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Family Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Telephone: \_\_\_\_\_