



Agreement of Release, Discharge, Indemnity, Waiver and Covenant Not to Sue

I, the undersigned, hereby acknowledge and confirm that I am familiar with the fact that I am voluntarily undertaking a risk to my person and property aboard a boat as a passenger, crew or participant in the dolphin survey research program of The Dolphin Project, Inc., a nonprofit Georgia corporation also known as The Dolphin Project. I am fully aware that there is an element of danger involved in boating such as falling overboard, fire and collision as well as other emergencies potentially arising from the boating and other activities of the research program. I understand and voluntarily assume the risks associated with my status as a passenger, crew or participant.

In consideration of my being a passenger, crew or participant, I do hereby release and discharge The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and any foreign government or international agency, and any boat upon which I am a passenger, crew or participant, from all claims, demands, grievances, causes of action of every kind whatsoever and including, but not limited to, all liability for damages or injury of every kind, nature or description now existing or which hereafter arise from or out of injuries, and demands known and unknown, temporary, permanent or otherwise received by me, any member of my family and any friend, in connection with my status as a passenger, crew or participant in any and all dolphin survey research programs and other activities of The Dolphin Project, Inc.

I do hereby indemnify and agree to hold harmless The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and foreign government or international agency, and any boat upon which I am a passenger, crew or participant, against any of the aforementioned claims, demands, grievances, causes of action or any other liability, arising from injury to me or my property brought by any person on my behalf against The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and any foreign government or international agency, and any boat upon which I am a passenger, crew or participant, and shall fully pay The Dolphin Project, Inc. and exonerate the same, its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal

governments and any foreign government or international agency, and any boat upon which I am a passenger, crew or participant, from any such claims, demands, grievances, causes of action or any other related fees paid or owing on account of defense of said claims, demands, grievances, causes of action or any other liability.

I do further, for the consideration of and for the above recited, on behalf of myself, my family members, my heirs, executors, administrators, personal representatives, assigns and successors grant such release and discharge, and indemnity, and also agree forever to refrain from instituting, pressing or in other way aiding any claim, demand, action or causes of action for damages, costs, loss of services, expenses or compensation for or on account of or in any way growing out of or hereafter to grow out of any injury or damage which has happened or may happen to me in connection with my appearance as a passenger, crew or participant in any and all dolphin survey research programs and other activities of The Dolphin Project, Inc.

It is expressly understood and agreed that no part of the waiver, release, discharge and covenant not to sue or indemnity shall in any way relieve any insurance company of any obligation it has or may have to pay insurance claims for damage to person or property, attorney's fees or other expenses in connection with any claim or injury, whether on behalf of the insured, or anyone to whom he is or may be liable.

I do further acknowledge that I have voluntarily undertaken to participate in the dolphin survey research programs and other activities of The Dolphin Project, Inc., to which I have been assigned, and as such I fully understand that I have agreed to go aboard the assigned boat voluntarily and not as a passenger on a boat for hire, nor do I consider my use of any such boat constituting a charter of a boat.

I have read and understand this agreement of release, discharge, indemnity, waiver and covenant not to sue and can receive a copy of this agreement.

Witness my hand and seal this _____ day of _____, 20__.

(Signature of Volunteer)

Please type or print your name, address, and phone number:

Sworn to and subscribed before me this day and year above set forth:

