



*COLLEGE OF EARTH, OCEAN & ENVIRONMENT*

Marine Operations Building

700 Pilottown Road

Lewes, DE 19958

(302) 645-4320

**Release, Waiver, Discharge and Covenant Not to Sue**  
*(for non-Federal and non-University of Delaware personnel)*  
**- Signature Page on Reverse Side of Form -**

This is a legally-binding Release, Waiver, Discharge and Covenant Not to Sue (this “Release”) made by the undersigned to the University, its trustees, employees and agents, the Vessel, Master and crew and any affiliated parties (collectively, the “Releasees”). It is my desire to participate in certain research activities aboard the Vessel (the “Research Activity”). By executing this Agreement, I agree to waive all claims that I have or may have against the Releasees arising out of the Research Activity. Capitalized terms not defined herein shall be as defined in the Charter Agreement to which this Release is attached.

I fully recognize that there are inherent dangers and risks associated with my voluntary participation in the Research Activity which may be both foreseen and unforeseen and may include, but not be limited to, bodily damage, aggravation of pre-existing conditions, heart complications, or other injuries or conditions, including and up to serious physical injury, impairment or death. I appreciate the character of the risk taken and voluntarily assume the risks and responsibilities associated with participation in the Research Activity.

In consideration of the opportunities, services, facilities, equipment or other things provided to me by the Releasees, I HEREBY RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME, UP TO AND INCLUDING DEATH, AND FROM DAMAGE TO MY PROPERTY, IN CONNECTION WITH PARTICIPATION IN THE RESEARCH ACTIVITY. I UNDERSTAND THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

Further, I agree to defend, indemnify and hold harmless the Releasees from and against any claim, damage, liability, injury, expense or loss, including but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action arising out of my participation in the Research Activity.

I assure the Releasees that, to the best of my knowledge, I have no physical or mental condition that precludes participation in the Research Activity and I can participate therein without any undue or unusual risk to me or to others. I understand that I am responsible for notifying the Releasees of any change to my health which could affect my ability to participate in the Research Activity. I further understand and agree that the Releasees may need to respond to accidents or

