

## APPENDIX 9

### RELEASE OF LIABILITY WAIVER

FLORIDA INTERNATIONAL UNIVERSITY (FIU)  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION FOR  
BOATING, DIVING, RESEARCH AND RELATED ACTIVITIES

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in the \_\_\_\_\_ (the "Mission") at the Aquarius Reef Base located off of the coast of Islamorada, Florida, which, along with the related onshore and off-shore facilities supporting the Aquarius Reef Base (collectively, the "ARB") is operated by FIU, I hereby agree as follows:

I am voluntarily participating in the Mission and related activities, including but not limited to, boating and boating related activities, snorkeling, skin diving, scuba diving, surface-supplied diving and/or saturation diving, housing/accommodations, as well as the use of any of ARB facilities and equipment and all additional ancillary activities to the above items (collectively, the "Mission Activities").

I, \_\_\_\_\_, for myself and my estate, heirs, administrators, executors, and assigns, hereby release and hold harmless the State of Florida, The Florida International University Board of Trustees, FIU, the Florida Board of Governors and their respective officers, directors, employees, representatives, trustees, agents, students and volunteers (collectively, the "Releasees"), from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to the Mission or the Mission Activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

I fully understand that there are inherent risks and hazards associated with the Mission and the Mission Activities, including, but not limited to, possible injury, illness, paralysis, permanent disability or loss of life to me or to my property. I understand that the Mission Activities are inherently dangerous and I have made the decision to participate despite the inherent dangers. I understand the nature of the Mission and the Mission Activities I will be undertaking, I agree no one has a better understanding of my experience and capabilities, and I hereby represent and affirm that I am qualified and able to participate in the Mission and the Mission Activities. I understand I can and will immediately decline to participate further in the Mission or the Mission Activities in the event that I deem them unsafe for my participation. I further understand that by participating in the Mission and the Mission Activities, I will be interacting with persons that are not associated with or under the control or supervision of the Releasees. Despite the inherent risks and hazards associated with the Mission and the Mission Activities, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my participation. I acknowledge that my participation in the Mission and the Mission Activities is purely optional and I am freely and voluntarily participating; if a student, that I will receive no academic or other credit for such participation; and that I am in no way required to participate.

I further hereby agree to defend, indemnify, and hold harmless the Releasees from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney fees for both the trial and appellate levels (collectively, "losses") that Releasees may incur as a proximate result of any negligent or deliberate act or omission on my part during my participation in the Mission or in the Mission Activities, including but not limited to any damage which I directly or indirectly cause to the ARB or to the surrounding aquatic habitat, including but not limited to, damage to sea coral or other aquatic ecosystems in and around the ARB. I further expressly agree that this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnification (Agreement) is intended to be as broad and as inclusive as the Laws of the State of Florida will allow, and that, if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding the invalid portion, continue in full force and effect.

In signing this Agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent. I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me.

I further represent and state that I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

_____	_____	_____
Signature	Date	Printed Name
_____		
Title		
_____		
Organization		
_____		
Address		

WITNESS (PRINTED) \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

