



Agreement of Release, Discharge, Indemnity, Waiver and Covenant Not To Sue.

I, the undersigned, fully understand that there are risks relating to the participation in or observation of the Activities of The Dolphin Project, including the risk of serious bodily injuries and property damage, which injuries and damage could arise out of my own actions or inactions, those of others participating in the activities, the weather or other conditions in which the Activities take place, my health conditions, equipment used in connection with the Activities, or the negligence of the Released Party named below. I also fully understand that all risks are not apparent, knowable or foreseeable. I hereby knowingly and voluntarily assume all risks relating to the Activities, including the risks of serious bodily injuries and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of participation in or observation of the Activities. It will be my responsibility to discontinue participation in the Activities if I believe that any circumstances relating to the Activities are unsafe or that my participation in or observation of the Activities will result in my harm.

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 non-profit 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.

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 the 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 participation 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 consent to TDP to use my name and/or photograph for promotional purposes without compensation to me or my heirs.

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 this _____ day of _____, 20_____

(Signature of Volunteer)

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

(name)

(address)

(address)

(phone#)

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

(name)

(address)

(address)

(phone#)

(Signature)