



## **Noyo Center for Marine Science**

### **Participation Waiver**

#### **Release and Waiver of Liability and Assumption of Risk:**

I, the participant (or, if younger than 18 years old, the parent or guardian of the participant) hereby agree that the named participant be allowed to participate in the activity, class, or event listed. I confirm that participant is in good health and able to participate in the activity, class, or event. I have been informed of the risks involved in such participation, including, but not limited to, temporary and/or permanent injury to the property, person and/or death because or on account of such participation.

On behalf of the participant, I hereby release and forever discharge and hold harmless the Noyo Center, their officers, employees, successors, assigns, and contractor from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the Noyo Center, including claims arising out of negligence. I understand and acknowledge that this release waiver discharges the Noyo Center from any liability or claim that we may have against Noyo Center with respect to bodily injury, personal injury, illness, death, or property damage that may result from the participant's involvement in the Noyo Center's activities. I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and hold harmless all of the persons or agencies mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I further authorize qualified physicians to render emergency medical treatment or care, if they deem necessary, for the participant because of illness or accident which occurs during the course of the Noyo Center activity, class, or event.

#### **Photo Release:**

The Noyo Center for Marine Science ("Noyo Center") reserves the right to use any photograph or video taken in conjunction with my participation in this activity. All photos and videos taken by the Noyo Center will remain the property of the Noyo Center, unless other arrangements are made.

By agreeing to these terms, I, the Guardian or the Participant, express my understanding and intent to enter into this Release and Waiver of Liability and Assumption of Risk knowingly and voluntarily.