



# FIELD PROGRAM WAIVER AND LIABILITY DISCLAIMER



**THIS DEED OF INDEMNITY AND WAIVER** (this "Waiver") is made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_ (address) (the "Participant") and each of the Little Cayman Research Centre (the "Research Centre"), the Central Caribbean Marine Institute (also known as CCMI), incorporated under the laws of the State of New Jersey and recognized as a federal 501(c)(3) non-profit organization and its affiliates, CCMI, a company limited by guarantee in the United Kingdom, and CCMI, a local company incorporated in the Cayman Islands and registered as a local charity and any of their respective parent companies, subsidiaries and affiliates (together hereinafter called "CCMI").

In consideration of being given the opportunity to participate in a CCMI program (the "Program") at the Research Centre, the Participant hereby acknowledge, agree and confirm as follows: the Participant is aware of the skills needed for, and recognize the risks of injury or harm that may occur as a result of participation in the Program. The Participant assumes such risks on the Participant's own as a condition of being permitted to participate in the Program.

To the Participant's knowledge, the Participant has no existing medical condition that could worsen or result in further injury to himself or herself or to others as a result of the Participant's participation in the Program. The Participant understand that neither CCMI, nor the Research Centre nor any of their affiliates nor any of their officers, directors, trustees, agents or employees is responsible for administering any medication required by the Participant and /or any medical care required by the Participant whatsoever (together "Medical Treatment") during participation in the Program. In case of emergency, the Research Centre or any of its officers, directors, trustees, agents or employees is authorized to seek necessary Medical Treatment for the Participant, and the Participant accepts full financial responsibility for all the costs of such Medical Treatment and any associated costs connected thereto.

In the event that CCMI or the Research Centre or any of their affiliates or any of its officers, directors, trustees, agents or employees deems it necessary at their sole discretion to evacuate the Participant from the Research Centre for any reason including (without limitation) in the event of a threat of a hurricane or other act of god or to relocate into an alternative building for example (without limitation) a shelter, the Participant hereby authorize CCMI or the Research Centre or any of their affiliates or any of its officers, directors, trustees, agents or employees to take any and all action that they deem necessary ("Emergency Action") and the Participant accepts all financial liabilities related thereto. But nothing contained herein shall oblige CCMI to take any Emergency Action.

The Participant hereby releases and forever discharges CCMI and any of their parent companies, subsidiaries and affiliates, and their respective officers, directors, trustees, shareholders, agents, employees, successors and assigns all in their official or individual capacities ("Indemnified Persons") from any and all actions, costs, suits, demands, claims, damages, losses and liabilities direct or indirect howsoever arising (including without limitation reasonable attorney's fees) of any type or kind whatsoever arising out of or caused ("Loss") by the Participant's participation in the Program, any Medical Treatment or medical care provided or as a result of any Emergency Action taken or in connection with any damage, loss or theft of any of the Participant's personal property, equipment, clothing, or effects. In full awareness of the above and in consideration of the Participant's participation of the program, the Participant agrees to indemnify and hold harmless Indemnified Persons from all Loss that the Participant, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) and for the loss of or damage (however caused) to his personal belongings arising in any manner out of the Participant's presence or activities while participating in a program of CCMI.

The Participant hereby agree to indemnify, defend and hold harmless the Indemnified Persons from and against any Loss of any type or kind whatsoever arising out of or caused by participation in the Program any Medical Treatment or medical care provided or as a result of any Emergency Action taken.

The Participant understand and agree that none of the Indemnified Persons may be held liable or responsible in any way for any injury, death, or other damages to the Participant, or any of their estate, heirs or assigns that may occur as a result of participation in the Program or as a result of the negligence of any party, including the Indemnified Persons, whether passive or active. In consideration of being allowed to participate in the Program, the Participant hereby personally assume all risks of the Program, whether foreseen or unforeseen, that may befall the Participant while participating in the Program, including but not limited to the academics, confined water and/or open water activities including (without limitation) any snorkeling or other swimming activities, or the use of public or private transportation. The Participant further release, exempt and hold harmless the Indemnified Persons from any claim or lawsuit by the Participant, his/her family, or any of the Participant's estate, heirs, or assigns, arising out of enrollment and participation in the Program.

The Participant acknowledge and agree that any Indemnified Person may rely on the terms of this Waiver and take the benefit of any of the terms contained herein. The Participant understand and agree that the Research Centre or CCMI has the discretionary right to terminate the Participant's participation in the Program if they conclude further participation would pose a risk to the safety of myself or others or if they conclude the Participant's behaviour is disruptive to the best interests of the Program. Permission is hereby given for the use the Participant's likeness, photographs, statements, video tape, voice, music or articles in the promotion of future programs. The Participant has read, understood and agree to the booking terms and conditions stated on the CCMI's website [www.reefresearch.org](http://www.reefresearch.org) (initial) \_\_\_\_\_.

(Participant)

This Waiver is governed by the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction.

**EXECUTED and DELIVERED as a DEED**

By \_\_\_\_\_  
Participant, or Parent or Legal Guardian if Participant is a minor  
Print Name \_\_\_\_\_

Witnessed \_\_\_\_\_  
Name of Witness: \_\_\_\_\_  
Print Name \_\_\_\_\_

**EXECUTED and DELIVERED as a DEED**

For and on behalf of \_\_\_\_\_  
CCMI

Witnessed \_\_\_\_\_  
Name of Witness: \_\_\_\_\_

Return To: CCMI Registrar  
PO Box 10152  
Grand Cayman, KY1-1102  
Cayman Islands  
(International Postage Rates Apply)

<http://www.reefresearch.org>  
[CCMI.Applications@reefresearch.org](mailto:CCMI.Applications@reefresearch.org)  
telephone: 345-949-1936



# DIVE WAIVER (For Divers Only)

# CCMI

**For Divers Only, complete this page in addition to page 1.**

Whereby it is agreed that in consideration of CCMI making available and/or contracting out the services of boats, diving gear, and equipment relating thereto, or belonging to, or in the possession of CCMI, and in reliance upon the statement of the Participant that he/she is a qualified SCUBA diver with a valid diving certificate issued by \_\_\_\_\_ (Certifying Agency) \_\_\_\_\_ (Certification Number) and with \_\_\_\_\_ (#) years experience, with \_\_\_\_\_ (#) open water dives, the Participant hereby for himself, his heirs, his personal representatives and dependents, hereby releases, discharges and agrees to hold harmless CCMI, its successors and assigns and its trustees, directors, officers, employees, representatives, any other participating and/or sponsoring entities and authorized agents (individually or collectively), all in their official or individual capacities from all actions, proceedings, claims and demands that the Participant, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) however caused or sustained by the Participant and for the loss of or damage (however caused) to his personal belongings suffered while in the field, in trucks, cars, on boats, or any other vehicle, diving, while using diving gear or other equipment relating thereto belonging to or in the possession of CCMI, including, but not limited to, such injury, loss or damage resulting directly or indirectly from negligence or failure to take reasonable care to see that the Participant will be reasonably safe, of CCMI, its trustees, directors, officers, employees, representatives or authorized agents, all in their official or individual capacities, from the malfunction of diving gear, snorkel gear, or other equipment, and from operation, use, of loading, unloading or un-seaworthiness of boats or other watercraft owned, maintained, or operated by CCMI or any other agency or vendor.

The Participant hereby affirms that the Participant is aware that skin and scuba diving have inherent risks which may result in serious injury or death. The Participant confirms that he/she is ultimately responsible for his/her own safety and agrees to obey all the rules and regulations of SCUBA certification. It is clearly the diver's or snorkeler's responsibility to refuse to dive or snorkel if in his/her judgment, conditions are unsafe. Participant understands that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. Participant further understands that any open water diving trips which are necessary for training and for certification may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. Participant still chooses to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site and knowing that the nearest recompression chamber is in Grand Cayman and that no plane may be available to transport the Participant to Grand Cayman in an emergency.

The Participant understands and agrees that neither CCMI, its successors and assigns and its trustees, directors, officers, employees, representatives, any other participating and/or sponsoring entities and authorized agents (individually or collectively), all in their official or individual capacities (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to the Participant, his/her family, estate, heirs or assigns that may occur as a result of the Participant's participation in diving, water related activity or as a result of the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in the Program, the Participant hereby personally assumes all risks of the Program, whether foreseen or unforeseen, that may befall him/her while the Participant is a participant in the Program, including but not limited to the academics, confined water and/or open water activities. The Participant further release, exempt and hold harmless the Released Parties from any claim or lawsuit by him/her, his/her family, estate, heirs, or assigns, arising out of the Participant's enrollment and participation in the Program including both claims arising during or after the Program.

In full awareness of the above and in consideration of the Participant's participation of the Program, The Participant agrees to indemnify and hold harmless the Released Parties from all actions, proceedings, claims and demands that the Participant, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) and for the loss of or damage (however caused) to his personal belongings arising in any manner out of the Participant's presence or activities while participating in any program with CCMI.

The Participant has read and understood the PADI safe diving practices posted on the CCMI's website [www.reefresearch.org](http://www.reefresearch.org) and the Participant agree to follow those safe diving practices (initial) \_\_\_\_\_.  
(Participant)

This Waiver and Indemnity is governed by the laws of the Cayman Islands and the courts of the Cayman Islands shall have exclusive jurisdiction. Defined terms not defined herein take the meaning set out in the Release and Liability Disclaimer attached hereto.

**EXECUTED and DELIVERED as a DEED**

By \_\_\_\_\_  
Participant, or Parent or Legal Guardian if Participant is a minor

Witnessed \_\_\_\_\_  
Name of Witness:

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

**EXECUTED and DELIVERED as a DEED**

For and on behalf of \_\_\_\_\_  
CCMI

Witnessed \_\_\_\_\_  
Name of Witness:

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