

2010 RELEASE AND WAIVER OF LIABILITY AGREEMENT

This agreement is executed on ___/___/_____, by _____, City of _____, County of _____, State of _____, hereinafter referred to as "Releasor".

In consideration of the permission granted to Releasor by the University of South Florida and the Florida Institute of Oceanography (acting for and on behalf of the Board of Trustees) to participate in certain scientific research activities which activities shall consist, in whole or in part, of diving, both SCUBA and snorkeling, during a time period commencing on January 1, 2010 and ending on December 31, 2010, the receipt of which permission is hereby acknowledged, Releasor, for himself/herself and his/her personal representatives, heirs, next of kin, executors, administrators and assigns, hereby forever releases, waives, discharges and covenants not to sue the University of South Florida, the Florida Institute of Oceanography and the State of Florida, and their officers, agents, employees and members, (hereinafter referred to as "Releasee"), from any and all actions, causes of action, damages, claims, demands or liabilities, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, including death, and/or any property damage known or unknown which may occur as a result of or in connection with Releasor's participation in said activities.

Releasor hereby acknowledges that s/he has been fully advised of and has actual knowledge and conscious appreciation of the particular risks and dangers involved in said activities, including but not limited to those risks and dangers involved in traveling by automobile and/or boat to research locations, and being around and learning to use scientific research equipment, and spending periods exposed to the sun and weather, and possibly voyaging upon research vessels with its concomitant risks of motion sickness and grounding, and diving with SCUBA equipment, and all other risks and dangers naturally inherent in scientific research and other aspects of said activities, and Releasor hereby acknowledges that he/she elects voluntarily to fully assume all such risks and confront all such dangers.

Releasor realizes that he/she is responsible for any and all injury to persons or damage to property which may occur as a result of or in connection with his/her participation in said activities.

Releasor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Releasor hereby represents and warrants that s/he is at least 18 years of age, has carefully read this Agreement and understands all of its contents, and executes it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, Releasor has executed this Agreement at _____ on the date and year first above written.

Releasor's Signature - _____

Releasor's Printed Name - _____