PROJECT PARTICIPATION AS UNPAID VOLUNTEER AND LIABILITY RELEASE

I, _________________, have requested permission to volunteer my services related to participation in certain educational and research activities associated with the Texas A&M University – Corpus Christi (“TAMU-CC”) project described as: _____________________ (the “Project”). I understand that this Project Participation and Liability Release Agreement (the “Agreement”) is consideration for being allowed to participate in these activities, and that, but for my execution of this agreement, I would not be allowed to do so.

1. I am volunteering my services related to the Project without promise, expectation, or receipt of consideration, employment, benefits, or other privileges of any kind for my services rendered and without contemplation of future employment, benefit, or any other tangible benefit. I understand that I am not eligible for worker’s compensation benefits if I am injured or become ill as a result of my volunteer work, and I am not eligible for unemployment compensation benefits when my volunteer assignment ends. I represent that I am not currently employed by TAMU-CC, TAMUS, a member of TAMUS, or the State of Texas in a position requiring me to perform the same type of services and/or activities as contemplated by this Agreement.

2. In consideration for receiving permission to board the research vessel __________ (“Vessel”), which is owned by ________________, and participate in any activities aboard the Vessel related to the Project, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes TAMU-CC, The Texas A&M University System (“TAMUS”), and their respective officers, regents, agents, volunteers, or employees (the “RELEASEES”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me as a result of my boarding the Vessel and/or my participation in any activities aboard the Vessel, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. I am fully aware that there are inherent risks involved in boarding the Vessel and/or participating in any activities aboard the Vessel, including but not limited to loss of balance, falling – onboard or overboard, nausea, cuts, broken bones and death, and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained during or as a result of my boarding the Vessel and/or participation in any activities aboard the Vessel, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my boarding the Vessel and/or participation in any activities aboard the Vessel.

4. I understand that TAMU-CC and TAMUS do not maintain any insurance policy covering any circumstance arising from my participation in the activities related to the Project or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. I understand RELEASEES cannot be expected to anticipate or control all of the risks associated with the Project and RELEASEES may need to respond to accidents and potential emergency situations. I hereby give my consent for any medical treatment, rescue or evacuation services that may be required (as determined by TAMU-CC staff, medics, emergency personnel, or medical professionals) as a result of boarding the
Vessel and/or participating in any activities aboard the Vessel with the understanding that the cost of any such treatment will be my responsibility. I, for myself, my heirs, personal representatives or assigns, agree to indemnify and hold harmless RELEASEE for any costs incurred to treat me, even if a RELEASEE has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. I, for myself, my heirs, personal representatives or assigns, further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.

5. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

6. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas. If any portion of this Agreement is held invalid and/or unenforceable, it is agreed that the remaining provisions, in whole or in part, shall continue in full legal force and effect.

7. In signing this Agreement, I acknowledge and represent that I have read the foregoing provisions, understand the meaning of same, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing Agreement that has been reduced to writing have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED: __________________________

PRINTED NAME: __________________________

DATE: __________________________