

**APPENDIX B**  
**FAU Diving and Boating Safety Program**  
**Release and Waiver of Liability Agreement**

**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE FLORIDA ATLANTIC UNIVERSITY, ITS GOVERNING BOARD AND THE STATE OF FLORIDA FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES.**

This agreement is executed on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as "Releasor".

In consideration of the permission granted to Releasor by the Florida Atlantic University Board of Trustees (FAU) to participate in certain scientific research activities which activities shall consist, in whole or in part, of diving, both SCUBA and snorkeling, commencing on the date this document is executed, 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, holds harmless, waives, discharges and covenants not to sue the Florida Atlantic University Board of Trustees 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 any property damage, either known or unknown, which may occur as a result of or in connection with Releasor's participation in these activities.

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

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 these activities, to the extent Releasor is not covered by University insurance programs.

Releasor assures Releasee that he/she has adequate health insurance, or other financial capability, necessary to provide for and pay any non-employment related medical costs that may directly or indirectly result from his/her participation in these activities. Furthermore, Releasor assures Releasee that he/she has no health-related problems or conditions which preclude his/her participation in these 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 this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. This Agreement will be governed by the laws of the State of Florida. In the event of litigation, venue shall be in Palm Beach County.

Releasor hereby represents and warrants that he/she has carefully read this Agreement and the FAU Diving and Boating Safety Manual, and agrees to abide by all standards therein. Releasor hereby represents and warrants that he/she and the undersigned witness are both at least 18 years of age. Releasor executes this agreement voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, Releasor has executed this Agreement at \_\_\_\_\_ (time) on the date and year first above written.

Releasor \_\_\_\_\_ Releasor \_\_\_\_\_  
(Signature) (Printed Name)

Witness \_\_\_\_\_ Witness \_\_\_\_\_  
(Signature) (Printed Name)