

AMERICAN ACADEMY OF UNDERWATER SCIENCES

Internship Liability Release & Express Assumption of Risk Agreement

Intern: Please read carefully, fill in all blanks and initial each paragraph before signing.

It is the intention of _____ (print full name), by this instrument to exempt and release the, the American Academy of Underwater Sciences (AAUS), and any and all AAUS directors, officers, employees, hosts and any of their affiliated corporations, clubs, associations, sanctioning bodies, sponsoring companies, friends, and participants and all of their respective agents, members, officials, servants, and representatives and the owners and operators of any Internship activity, (hereinafter referred to as "released parties") from liability or responsibility for any injury, death, or other damages to me or my family, heirs or assigns that may occur as a result of my participation in any activity to include but not limited to travel, skin or scuba diving, training programs, classes, expeditions, or any other of the wide ranging potential activities available to me through the AAUS or as a result of the negligence of any party, including the Released Parties, whether passive or active. In exchange for good and valuable consideration received, including but not limited to, the value of the Internship referred to herein, I, the undersigned hereby agree to be legally bound by the terms and conditions contained herein.

Please initial the following paragraphs:

_____ I further understand that as a recipient of the AAUS Internship ("Internship"), my participation in such activities may involve certain risks and is not mandatory. These risks may be inherent in the activity that I may be involved in such as skin & scuba diving or may be associated with my travel to and from the internship or components thereof.

_____ I expressly assume the risks of skin & scuba diving which include but are not limited to: failure to properly descend or ascend, decompression sickness, injuries resulting from improper breathing, embolism, contaminated air, equipment failure or misuse, colliding with boats or other objects, diving in remote locations without prompt access to proper medical care, and contact with dangerous underwater animals or marine organisms such as jellyfish.

_____ I further understand that when I am traveling as part of the Internship, I will exercise caution as a reasonable and prudent person so as not to put myself at risk which includes but is not limited to avoiding being the focus of criminal activity.

_____ I further understand that the Internship may be conducted at a site that is remote, either by time or distance or both, from an appropriate medical treatment facility. Fully understanding this fact, I choose accept to accept this risk and to proceed with my participation in such activities.

_____ I understand that I must carry personal medical insurance during the Internship. This coverage must include injuries and illness occurring during domestic and foreign travel. In the event that I will be scuba diving, I must have adequate dive accident insurance coverage from a reputable entity such as Divers Alert Network (DAN). I shall provide AAUS and the internship sponsor with documentation evidencing my insurance policy information which shall be included with my submission of this fully executed agreement.

_____ I understand that AAUS shall not be responsible for any lost or stolen items during the Internship and that I have been advised to obtain insurance coverage for my personal possessions and those items provided for my use by AAUS, and/or the internship sponsor during the Internship.

_____ I also understand that I must possess a valid driver's license and vehicle insurance if I will be using a vehicle for transportation to and from destinations associated with the Internship. The insurance coverage must be at least the minimum required in the state in which the vehicle is registered. Additional insurance and licensing may be required for driving in a foreign country.

_____ I understand that during the Internship, many opportunities to participate in activities away from the actual Internship may present themselves. These may include various sports, trips, outings or gatherings, undertaken with Internship affiliates, friends, sponsors, with people or organizations I may meet on my travels, or by myself. In choosing to participate in any of these activities, I will rely on my own personal judgment to determine that I am not putting my health or safety at risk, and understand that none of the released parties require me to participate in any of these activities as part of the Internship. If I feel uncomfortable about my safety or the risk factors of a given experience or activity, I may simply choose not to participate without recrimination. I agree that I personally assume any and all risks involved in any activities outside of the Internship specifically including illness, serious bodily injury, death and the loss or

destruction of my own personal property. If I have questions or concerns in this regard, I will communicate those explicitly to the AAUS host and/or AAUS Office.

_____ In consideration of being allowed to engage in the Internship as a participant or a spectator, I hereby personally assume all risks in connection with said Internship for any harm, injury or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen.

_____ I acknowledge that I have no physical disability or medical problem or infirmity which would prohibit or limit in any way my safe participation in the Internship. And hereby warrant that I would make immediate disclosure to the AAUS host and the AAUS Office should such physical disability, medical problem or infirmity arise during the pendency of the Internship.

_____ I understand the extensive travel may be physically and emotionally strenuous. I also understand that, in the interest of safety to myself, any passenger and others on the road that I will only drive when I am unimpaired by physical or emotional exhaustion, injury or not under the influence of alcohol or drugs. If I am injured as a result of an accident or panic or other unforeseen circumstances that I expressly assume the risk of said injuries and I will not hold the above listed released parties responsible for the same.

_____ I agree that this Agreement shall be governed and interpreted by the laws of the State of Alabama. I further agree the State and federal courts located in Mobile, Alabama shall have exclusive jurisdiction over any legal claim brought by me pursuant to my Internship and/or this Agreement.

I, _____ (please print your full name), hereby affirm that I have been advised of and understand the hazards inherent in travel as part of the Internship. These hazards include (but are not limited to): travel by a variety of conveyances (land, air, and sea), accommodations (hotel, motel, bed & breakfast, private residence), skin and scuba diving, scientific research, archeological data collection, expeditions, and any related extracurricular activities which may result in illness, serious bodily injury, death and damage or loss of personal property.

Financial Responsibility Statement

I, _____ (please print your full name), hereby attest that my financial stability and insurance coverage is sound and sufficient for the purpose of application and participation in AAUS Internship program for _____(year). In the event that I exceed the limits of the AAUS or the internship host financial support, my family, supporters and I will guarantee that I will have adequate funds to cover food, lodging, and minimal ground transportation costs whenever needed in order to fulfill my obligations during my internship.

_____ I understand the terms herein are consensual and not a mere recital, and that I have signed this document of my own free act.

_____ I further state that I am of lawful age and legally competent to sign this liability release and express assumption of risk document and acknowledge having read, understood, and agreed to and received a copy of said document.

Signature: _____ Date: _____

Full Name (Print Clearly): _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature of Independent Witness: _____ Date: _____