

## SEA MERCY ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM (Page 1 of 3)

**Name of the Activity or Event:** Sea Mercy humanitarian and aid delivery in the South Pacific

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that my crew and I are physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised against participating by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my or my crew's participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the activity/event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

I certify that I am volunteering the use of my vessel freely and that all assignments or activities accepted on behalf of Sea Mercy are done so based on my personal discretion, under no compulsion, and only after careful evaluation.

I certify that my vessel is seaworthy, fit for purpose and fully insured. Any event or assignment that I accept that may result in damage or injury to my vessel or crew will be covered by my own insurance and I will not seek compensation from Sea Mercy.

In consideration of my application and permitting my vessel and I to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, any members of my crew, and assigns as follows:

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, penalty, expense of any type (including, without limitation, attorney's fees) or actions of any kind which may hereafter occur to myself, my crew or my vessel including travel to and from this event, THE FOLLOWING ENTITIES OR PERSONS: SEA MERCY and/or their directors, officers, employees, volunteers, representatives, affiliates, successors, assigns and agents, the activity or event holders, activity or event sponsors, and activity or event volunteers.

I FURTHER INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE SEA MERCY and/or their directors, officers, employees, volunteers, representatives, affiliates, successors, assigns and agents, the activity or event holders, activity or event sponsors and activity or event volunteers from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. This indemnity will apply whether the action or claim is brought by me or any other person. I agree to pay all court cost in the event of a lawsuit.

I acknowledge that Sea Mercy and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Sea Mercy.

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I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, patients, officials, and event monitors, and/or producers of the event. These risks are not only inherent to participants but are also present for volunteers and vessels.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

I further agree that neither my crew nor I are not authorized to express any opinions or make any statements for or on behalf of the directors or officers of Sea Mercy.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I fully and completely release Sea Mercy and any of its related parties from all liability, and to anyone or any entity claiming by, through or under me, by subrogation or otherwise, to fully waive and release all subrogation rights.

I represent to you that I am over 18 years of age and am competent to enter into this waiver and release from liability. If under 18 must have parent or guardian signature.

I UNDERSTAND THAT THIS DOCUMENT CONSTITUTES A WAIVER AND RELEASE OF CERTAIN VALUABLE RIGHTS I MAY HAVE AT LAW AND IN EQUITY. I HAVE BEEN ADVISED THAT I HAVE THE RIGHTS TO HAVE THIS DOCUMENT REVIEWED BY A LAWYER BEFORE SIGNING IT.

I CERTIFY THAT I HAVE READ AND CAREFULLY CONSIDERED ALL OF THE FOREGOING AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL IN THE SPACE INDICATED BELOW.

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Print Vessel Master's Name

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