



**Minor Child Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.  
(the "Agreement")**

My name is \_\_\_\_\_ and I am the parent and/or legal guardian of  
(Name of parent/guardian)

\_\_\_\_\_, a minor child ('minor' or 'the minor'). In consideration of  
(Name of Child)

The Dolphin Project, Inc. ("TDP") allowing the minor to participate in Bottlenose dolphin Photo-ID research surveys and/or Education Outreach Programs (the "Activities") relating to The Dolphin Project, I am agreeing to the terms of this Agreement, including the general waiver and release of liability.

I fully understand that there are risks relating to the minor's participation in or observation of the Activities including the risk of serious bodily injuries and property damage, which injuries and damage could arise out of his or her own actions or inactions, those of others participating in the activities, the weather or other conditions in which the Activities takes place, his or her health conditions, equipment used in connection with the Activities, or the negligence of the Released Parties named below. I also fully understand that all risks are not apparent, knowable or foreseeable. I hereby knowingly and voluntarily assume all risks relating to the Activities, including the risks of serious bodily injuries and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of the minor's participation in or observation of the Activities. It will be my responsibility to discontinue participation in the Activities if I believe that any circumstances relating to the Activities are unsafe or that his or her participation in or observation of the Activities will result in harm to the minor.

I, the undersigned, hereby acknowledge and confirm that I am familiar with the fact that I am voluntarily undertaking a risk to the minor and property of said minor aboard a boat as a passenger, crew or participant in the dolphin survey research program of The Dolphin Project, Inc., a nonprofit Georgia corporation also known as The Dolphin Project. I am fully aware that there is an element of danger involved in boating such as falling overboard, fire and collision as well as other emergencies potentially arising from the boating and other activities of the research program. I understand and voluntarily assume the risks associated with the minor's status as a passenger, crew or participant.

In consideration of the minor being a passenger, crew or participant, I do hereby release and discharge The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and any foreign government or international agency, and any boat upon which the minor is a passenger, crew or participant, from all claims, demands, grievances, causes of action of every kind whatsoever and including, but not limited to, all liability for damages or injury of every kind, nature or description now existing or which hereafter arise from or out of injuries, and demands known and unknown, temporary, permanent or otherwise received by the minor, any member of my family and any friend, in

connection with the minor as a passenger, crew or participant in any and all dolphin survey research programs and other activities of The Dolphin Project, Inc.

I do hereby indemnify and agree to hold harmless The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and foreign government or international agency, and any boat upon which the minor is a passenger, crew or participant, against any of the aforementioned claims, demands, grievances, causes of action or any other liability, arising from injury to me or my property brought by any person on my behalf against The Dolphin Project, Inc., its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and any foreign government or international agency, and any boat upon which the minor is a passenger, crew or participant, and shall fully pay The Dolphin Project, Inc. and exonerate the same, its officers, members, representatives, agents, associates, independent contractors and all other persons and legal entities associated therewith including owners and operators of boats, and the personnel and agencies of boards of education, colleges, universities, city, county, state and federal governments and any foreign government or international agency, and any boat upon which the minor is a passenger, crew or participant, from any such claims, demands, grievances, causes of action or any other related fees paid or owing on account of defense of said claims, demands, grievances, causes of action or any other liability.

I do further, for the consideration of and for the above recited, on behalf of the minor, myself, my family members, my heirs, executors, administrators, personal representatives, assigns and successors grant such release and discharge, and indemnity, and also agree forever to refrain from instituting, pressing or in other way aiding any claim, demand, action or causes of action for damages, costs, loss of services, expenses or compensation for or on account of or in any way growing out of or hereafter to grow out of any injury or damage which has happened or may happen to the minor in connection with my appearance as a passenger, crew or participant in any and all dolphin survey research programs and other activities of The Dolphin Project, Inc.

It is expressly understood and agreed that no part of the waiver, release, discharge and covenant not to sue or indemnity shall in any way relieve any insurance company of any obligation it has or may have to pay insurance claims for damage to person or property, attorney's fees or other expenses in connection with any claim or injury, whether on behalf of the insured, or anyone to whom he is or may be liable.

I do further acknowledge that I have permitted the minor to voluntarily undertake participation in the dolphin survey research programs and other activities of The Dolphin Project, Inc., to which the minor has been assigned, and as such I fully understand that I have agreed to allow the minor to go aboard the assigned boat voluntarily and not as a passenger on a boat for hire, nor do I consider my use of any such boat constituting a charter of a boat.

I consent to TDP using the minor's name and/or photograph for promotional purposes without compensation to me, the minor or my or the minor's heirs.

I have read this AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE ACTIVITIES. I am signing this Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and affect.

\_\_\_\_\_  
Printed Name of Parent and/or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent and/or Guardian