

RELEASE AND INDEMNITY AGREEMENT FOR REPTILE RESEARCH, LALO LOOR DRY FOREST RESERVE, PUNTA PRIETA BEACH HOUSE, BOSQUE PROTECTOR LA PERLA, FUNDACION JATUN SACHA, TIPUTINI BIODIVERSITY STATION, CEIBA FOUNDATION FOR TROPICAL CONSERVATION, AND FUNDACION TERCERO MUNDO ECUADOR

FOR EXPEDITION DATES: _____

I, the undersigned, desire to voluntarily participate in the expedition during the dates indicated above, at the locations/institutions indicated above, led by the Reptile Research and affiliates thereof, and any institutional or academic affiliations of any such person or organization. The term "Releasees" as used in the present document shall mean all institutions and organizations indicated above, whether considered separately or together in any combination. Releasees shall also include any employees, affiliates, contractors, collaborators, or Boards of Directors for any of the above entities.

- 1) I am of sound mind, in good health, and have no physical or mental conditions, except as listed in the application, that would hinder or prevent me from participating in a complete and full manner in the expedition indicated above.
- 2) I am 18 years of age or older.
- 3) Neither the Releasees above nor any institution or individual associated with the Releasees has made any representation or promise to me about the content of this agreement/waiver apart from what is written here in this Agreement. I understand that the terms of this Agreement are contractual ones that are legally binding upon me.
- 4) I understand that this Agreement is binding not only upon the Releasees and me, but also on our respective representatives, heirs, estates, beneficiaries, successors, and assigns.
- 5) I agree to the terms of this agreement, which is a non-exclusive contract concerning legal matters associated with this expedition. I understand that additional written or verbal agreements may be made between myself and any of the Releasees listed above, and agree to abide by any other such agreements. If any other agreement is in conflict with this document, this document shall be considered binding and any other agreement shall be considered void.

RELEASE AND INDEMNITY PROVISIONS FOR BENEFIT OF RELEASEES:

In order to receive permission from the Releasees to participate in the research expedition, on my own behalf and on behalf of anyone who, as a result of my participation in the research expedition, can make a claim on my behalf or because of me, I agree as follows:

I understand that travel, foreign travel, and staying in a foreign country, and working with animals involve many risks to my person, property, and health. By my participation in the expedition, I voluntarily expose myself to these risks and dangers, whether expected or unexpected. I am aware of these risks and dangers and am expected to obtain appropriate insurance coverage at my own expense. I am aware that no insurance coverage of any kind is provided by, or is the responsibility of, the Releasees. I further am aware that I shall consult with a physician or health professional for any and all health related concerns, including but not limited to, immunizations for tropical diseases and health risks associated with tropical travel. I understand that the Releasees are not qualified to make medical recommendations for this trip, or provide medical treatment during the trip. I realize that it is not recommended to travel alone, and I assume all risk for travel or activities not part of the work being conducted.

I release and discharge the Releasees from any and all liabilities, responsibilities, claims, costs, causes of action for any damage or loss of property, unforeseen expenses, death or injury of any kind that I may suffer as a result of or in connection with my participation in the expedition. This release covers any loss, damage, injury or death caused by: 1. Any criminal, illegal, or unauthorized acts of third parties, including but not limited to any terrorist act, hijacking, or sabotage; 2. Any social or labor unrest; 3. Any political conditions; 4. Any mechanical or constructional difficulties or conditions; 5. Any diseases, attacks of animals, local laws, climatic conditions, or natural disasters or conditions; and 6. Any other expected or unexpected conditions, developments or risks connected with travel, foreign travel, or staying in a foreign country, even if I suffer the loss of money, property, health, or life, and irrespective of who is or may be at fault, or whose negligence, including the negligence of the Releasees, may have caused my loss, injury or death.

I understand that late payments of any and all fees may lead to forfeiture of reservation and deposit. Cancellations before one month from date of departure are subject to loss of deposit. Cancellations within one month of departure are subject to complete loss of fees.

I HAVE READ IN THIS AGREEMENT AND I FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THEIR SIGNIFICANCE. I VOLUNTARILY SIGN THIS RELEASE AND INDEMNITY AGREEMENT.

Print Name: _____ **Age:** _____

Signature: _____ **Date:** _____