

## BOSTON UNIVERSITY SCIENTIFIC DIVING PROGRAM ASSUMPTION OF RISK AND GENERAL RELEASE FORM

THIS IS A RELEASE OF LEGAL RIGHTS - READ & UNDERSTAND BEFORE SIGNING

Name of Participant: \_\_\_\_

I have chosen to participate in the Scientific Diving Program, which includes but is not limited to diving, snorkeling, and skin diving. This agreement confirms my understanding of the following:

1. **Risks of Diving.** I understand and appreciate the dangers and hazards inherent in diving. I assume all risks and responsibilities related to my participation in the Program or any research or education activities undertaken as an adjunct thereto. I understand that diving operations may be conducted at remote locations at which a recompression chamber is not available, and from which evacuation to such a chamber may be delayed by many hours. My participation in diving is voluntary and I understand that I have the right and responsibility to refrain from diving if I feel the activity or conditions are not safe, that my fitness is not adequate for the dive, or for any other reason of safety. I understand that I will not be penalized in my academic record for any such refusal.

My authorization to dive as part of BU's Scientific Diving Program is a privilege conditioned on compliance with BU instruction, policies and procedures, including the BU Diving Safety Manual, any procedures explained to me by the BU Diving Officer or his/her agents, and any other BU faculty or staff present for any dive. I agree to strictly observe these rules. I understand that failure to comply may result in review, restriction, or revocation of my authorization to dive under University auspices by the BU Diving Control Board.

2. Risks of Travel. I understand that participation in the Scientific Diving Program and domestic and international travel generally involves risks. These include without limitation risks involved in traveling to, from, and within the Scientific Diving Program's destination; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local weather conditions; as well as risks generated by the activities in which I engage while participating in the Scientific Diving Program. The Scientific Diving Program's location, country or countries to which I will travel may have health and safety standards that differ from those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that BU recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well being. I understand that, although BU has organized the Scientific Diving Program, it cannot eliminate all risks or guarantee my safety while I am

participating in the Scientific Diving Program. I have made the independent judgment to participate in the Scientific Diving Program.

If international travel is involved, I have read and understood all information on the <u>U.S.</u> <u>State Department website</u> about the country or countries to which or in which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control <u>health advisory information</u> relating to travel abroad, and any additional information available from the <u>World Health Organization website</u>. With knowledge of this information, I have made the independent judgment to participate in the Scientific Diving Program.

3. **Health Insurance; Medical Care; Health and Safety Concerns.** I carry valid and current medical insurance, as well as dive accident insurance by Divers Alert Network and will bring valid insurance identity cards. I have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while participating in the Scientific Diving Program. I will be solely responsible for payment in full of all costs of any medical care I may receive. In the event that I need care but am unable to obtain it for myself I authorize BU to follow its emergency procedures regarding evacuation and emergency care. I further agree to hold harmless and indemnify BU for any and all actions taken by BU to provide necessary emergency medical care to me during my participation in the Scientific Diving Program. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then BU may contact my parents and any other person whose name I have provided as my "emergency contact."

4. **Standards of Conduct.** I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with BU's policies for student conduct (including without limitation those in the *Code of Student Responsibilities* and in any Scientific Diving Program-specific materials); and with policies in the BU Diving Safety Manual. I promise to act responsibly and will become informed of, and will abide by, all such laws, regulations, policies and standards. I will comply with BU's policies, standards and instructions for student behavior. I agree that BU has the right to enforce all standards of conduct described above.

5. **Travel Arrangements.** I understand that BU does not represent or act as an agent for, and cannot control the acts or omissions of, any host family, employer, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Scientific Diving Program. I understand that BU is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living or working.

6. **GENERAL RELEASE.** Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Scientific Diving Program. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify BU,

and its officers, directors, faculty, staff, representatives, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, related to my participation in the Scientific Diving Program (including periods in transit to or from my destination), resulting from any cause, including but not limited to ordinary or gross negligence.

I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Scientific Diving Program.

Signed:	_ Date:
---------	---------

Student Name (print) \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION (please provide two contacts):

Name:	Name:
Relationship:	Relationship:
Home Phone:	Home Phone:
Cell Phone:	Cell Phone:
Email:	Email: