

University of Wisconsin-Milwaukee School of Freshwater Sciences

**NEESKAY ACTIVITY WAIVER**

**Agreement for Assumption of Risk and Release**

I, \_\_\_\_\_ (print name), age \_\_\_\_\_, desire to participate voluntarily with the University of Wisconsin -Milwaukee ("UWM") School of Freshwater Sciences on a research cruise aboard the R/V Neeskay.

I UNDERSTAND THAT I AM BEING ASKED TO READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS OR NEGOTIATE ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT ROBERT PADDOCK AT TELEPHONE NUMBER 414-382-1745.

**Assumption of Risks:**

I understand that a research cruise, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or illness. I am aware of the risks of participation, which include, but are not limited to, minor injury, such as bruises, contusions, broken bones, concussion, and catastrophic injuries, such as paralysis and even death. I acknowledge that I have been advised to have health and accident insurance in effect and that no such coverage is provided for me by UWM, the Board of Regents of the University of Wisconsin System, or the State of Wisconsin (collectively, the "Releasees" by reason of my participation). **I know, understand, and appreciate the risks that are inherent in this activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent or Guardian  
(If Participant is under 18):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Hold Harmless and Release:**

In consideration of my participation in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to hold harmless and release the Releasees and their officers, employees, agents, and volunteers from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, personal injury, or death which may result from my participation in the above-listed activity. This release includes claims based on the negligence of the Releasees, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or recklessness. **I understand that by agreeing to this clause, I am releasing claims and giving up substantial rights, including my right to sue, and that I can negotiate these terms if I do not want to give up these rights.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent or Guardian  
(If Participant is under 18):** \_\_\_\_\_ **Date:** \_\_\_\_\_