

PIRI Volunteer Program Waiver, Release of Liability Indemnification, and Consent to Medical Attention

In exchange for my being allowed to participate in the PIRI Island Explorer Expedition (the "Program"), a program administered by the Pacific Islands Research institute (PIRI) I agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
2. Identification of Risks. I understand that the PIRI and its representatives may not be present at all times during my participation in the Program and that the Program may take place in a foreign country. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of the PIRI or its directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Program; (c) the failure of the PIRI to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with the PIRI; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
4. Release and Waiver. I release the PIRI and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of the PIRI or any of the individuals mentioned above.
5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the PIRI and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of the PIRI or any of the individuals mentioned above.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the PIRI and its successors and assigns.

initials: _____

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7. Consent to Medical Treatment. I authorize the PIRI to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services as available. This consent does not impose a duty upon the PIRI to provide such assistance, transportation, or services.

8. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

9. Applicable Law. Because the PIRI and the Program are headquartered in the State of Washington, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Washington.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name: _____

Signature: _____

Date: _____