

## **IX. Insurance and Waiver:**

*Before you can be considered for any of the programs operated by the Maderas Rainforest Conservancy, you must provide insurance information and sign the waiver below.*

I, the undersigned, desire to participate in the Summer Field School Program (referred to in this Agreement as "the Program" of Maderas Rainforest Conservancy and La Suerte/Ometepe Biological Field Station. I understand that Maderas Rainforest Conservancy will not allow me to participate in the Program unless I also enter into this Agreement. Therefore, in exchange for permission to participate, I make the following representations and agreements, which I understand that Maderas Rainforest Conservancy, is relying on:

1. I am of sound mind, in good health, and no physical or mental conditions that would hinder or prevent me from participating in the Program 2. I am eighteen years of age or older (if not parents must sign Parent release form see next page) 3. The term "releases" as used in this Agreement shall mean La Suerte/Ometepe Biological Research Station, and their members, employees, and agents utilized in connection with the Program. 4. No one associated with the Releases or with the Program has made any representation or promise to me about the matters covered in the Agreement, apart from what is written in this agreement. In other words, this document contains the entire agreement between the Releases and me with respect to the matters covered by the Agreement, and I understand that the terms of this Agreement are contractual ones that are legally binding on me. 5. I understand that this Agreement is binding not only on the Releases and me, but also on our respective representative heirs, estates, beneficiaries, successors, and assigns. 6. All legal claims must be under taken in Costa Rica/Nicaragua where the station is located.

### **RELEASE AND INDEMNITY PROVISIONS FOR BENEFIT OF RELEASEES:**

In order to receive permission from the Releasees to participate in the Program, I further agree as follows: I understand that travel, foreign travel, and staying in a foreign country involves risk and can be dangerous. By my participation in the Program, I voluntarily expose myself to these risks and dangers, whether expected or unexpected. I am aware of these risks and dangers and I am aware that I may obtain appropriate insurance coverage at my own expense.

On my own behalf and on behalf of anyone who, as a result of my participation in the Program, can make a claim on my behalf or because of me, I agree as follows: I release and discharge the Releasees from any and all liability and responsibility for any loss, damage, or injury of any kind that I may suffer as a result of or in connection with my participation in the Program. This release covers any loss, damage, or injury 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, local laws or climatic conditions, 6. any conditions, developments, actions or omissions outside of the control of the Releasees; 7. 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 HAVE READ EACH AND EVERY WORD IN THIS AGREEMENT. I FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THEIR SIGNIFICANCE. I VOLUNTARILY SIGNED THIS RELEASE AND INDEMNITY AGREEMENT.**

LEGAL NAME OF PARTICIPANT (Please type or print clearly)

\_\_\_\_\_ Age: \_\_\_\_\_

STUDENT OR PARTICIPANT SIGNATURE:

X \_\_\_\_\_ Date: \_\_\_\_\_

Mark X below for program you will participate in:

La Suerte BFS, Costa Rica \_\_\_\_\_ Ometepe Biological Field Station, Nicaragua \_\_\_\_\_

Both La Suerte & Ometepe BFS \_\_\_\_\_

Course/s Name & session # \_\_\_\_\_ (1,2,3,Winter)

Dates of stay on the field site/s: \_\_\_\_\_

Your status while at site: Researcher \_\_\_ Student \_\_\_ Visitor \_\_\_

Email (Please type or print clearly)

\_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

Full Current address \_\_\_\_\_

Dates at this address \_\_\_\_\_

Full permanent address \_\_\_\_\_

Dates at this address \_\_\_\_\_

THIS IS A RELEASE AND INDEMNITY AGREEMENT ALL PARTICIPANTS WHO ARE MARRIED MUST HAVE THE FOLLOWING PROVISION SIGNED BY HIS/HER SPOUSE . AS A SPOUSE of \_\_\_\_\_ (name of Participant's spouse) I have read each and every word in this Agreement and I fully understand what is contained in it. In exchange for permission for my spouse to participate in the Program, I voluntarily sign this Release and Indemnity Agreement. By signing, I agree to release and discharge the Releasees from any and all claims I may have, including any claims for loss or deprivation of my spouse's services, support, sexual relations, comfort, or attention that I may suffer as a result of, arising out of, or in connection with any of the events, conditions, or risks stated in the Agreement, even if such loss, liability, damage, or cost is based on the negligence of the Releasees.

LEGAL NAME OF PARTICIPANT (print clearly or type):

\_\_\_\_\_ FULL ADDRESS: \_\_\_\_\_

TEL (\_\_\_\_) \_\_\_\_\_

FULL LEGAL NAME OF SPOUSE \_\_\_\_\_

SIGNATURE OF SPOUSE X \_\_\_\_\_ Date: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

TEL (\_\_\_\_) \_\_\_\_\_

Program (NAME OF COURSE AND FIELD SITE) \_\_\_\_\_

DATES OF COURSE \_\_\_\_\_

**CERTIFICATE OF INSURANCE**

1) My current insurance carrier has certified that my health and major medical insurance is currently valid to travel abroad.. YES/ NO Please circle and complete insurance inf. bellow. 2) My insurance carrier does not cover me abroad so I will be purchasing Travel Protection Insurance: YES / NO Please circle and complete insurance inf. bellow. (if you have not received an application please request one)

Insurance carrier name: \_\_\_\_\_ Policy # /Group #: \_\_\_\_\_

DATES Insurance active: Address \_\_\_\_\_

Tel (\_\_\_\_) \_\_\_\_\_

I further understand that I am responsible for providing my coverage for health, accident, major medical and hospital insurance during the period that I will be a participant in the study abroad program for which I have been accepted.

NAME (print clearly or type) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**WAIVER FOR ALL FIELD SCHOOLS OPERATED BY THE MADERAS RAINFOREST CONSERVANCY**

ALL PARTICIPANTS OR VISITORS MUST SIGN THIS FORM (Parents must sign only if younger than 18)

I, the undersigned, an applicant for admission to the Summer Field School in Costa Rica/ Nicaragua, do waive and release any and all claims against the Maderas Rainforest Conservancy, La Suerte/Ometepe Biological field Stations, and its agents or its host institutions for any injury, accident, or damages caused by a vehicle, act of war, weather, strike, sickness, quarantine, terrorist activity, government restriction or regulation, or stemming from any act or omission of any airline, railroad, bus, hotel, taxi service, school, College, or other firm, agency (government or private), company, or individual. I also release The Maderas Rainforest Conservancy, La Suerte/Ometepe Biological Field Station ,and its agents and agree to indemnify them with regard to any financial obligations or liabilities that I may incur personally or any damage resulting from participation in this study program. I do waive and release all claims, demands, or causes of action against the Maderas Rainforest Conservancy, La Suerte/Ometepe, and its agents, host institution(s) or other facilities here and abroad, for any injury, loss, damage, accident, delay, or expense resulting from the use of any vehicle, any strikes, war, weather, sickness, quarantine, service, hotel, restaurant, school, College, or other firm, facility, company, or individual.

I understand that all travel involves some risk, and I hereby agree to assume such risk that is inherently part of foreign travel as a condition of my acceptance and participation in the Field School. I hereby waive and release any and all claims against the Maderas Rainforest Conservancy, La Suerte / Ometepe, and its agents for any injuries, damages, or losses incurred in connection with terrorist activities, social or labor unrest mechanical or construction difficulties, diseases, local laws, climatic conditions, abnormal conditions, or developments, or any other actions, omissions or conditions outside La Suerte and the Field School's control. By my participation in this program, I voluntarily assume any risks involved in such travel and presence abroad, whether expected or unexpected. I hereby acknowledge that I have been warned of such risks, and that I have been advised to take appropriate action and to govern myself accordingly. I am also aware that certain insurance companies do offer insurance against some or many of the perils noted, and that I may opt to insure myself should I so choose.

I hereby grant Maderas Rainforest Conservancy, La Suerte/Ometepe Biological Field Station, and its agents full authority to take whatever actions they may consider warranted under the circumstances concerning my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith. I authorize Maderas Rainforest Conservancy, La Suerte/ Ometepe, and its agents, at their discretion, to place me at my own (or my parent's or parents' or guardian's) expense and without further consent, in a hospital within or without the United States of America for medical services and/or treatment, or if no hospital is readily available, to place me in the hands of a local physical for treatment, should the need arise. If deemed necessary or desirable by Maderas Rainforest Conservancy, La Suerte/Ometepe, or its agents, I authorize them to transport me back

to the United States by commercial airline or other accessible conveyance, and I assume responsibility of the expenses involved. Any funds advanced to me for any purpose will be reimbursed upon demand by either myself or my parent(s) or guardian. I have been advised that I must be covered by adequate health and accident insurance, valid in and outside the United States of America, during the entire period of the Field School.

I agree to comply fully with the rules of Maderas Rainforest Conservancy, La Suerte/Ometepe, the Field School, and its agents, as well as its host institution(s) and /or travel companies. I agree that Maderas Rainforest Conservancy, La Suerte/Ometepe, and its agents has the right to enforce its standards of conduct and academic integrity and that, should I fail to comply with them, Maderas Rainforest Conservancy and La Suerte/Ometepe has the right to terminate my participation in the Field School with no refund of monies paid. In the event of termination, I agree to be sent home at my own or parent's/parents'/guardian's expense. I understand that this is an organized program of study and that group standards must be observed. I will comply with the rules, standards, and instructions for student behavior. I hereby waive and release any and all claims against Maderas Rainforest Conservancy, La Suerte/Ometepe Biological Field Station, the Field School, and their agents arising out of my failure to remain under such supervision or to comply with rules, standards, and instructions. I agree that Maderas Rainforest Conservancy, La Suerte/Ometepe, and its agents have the right to terminate my participation at any time for failure to maintain standards or for any actions or conduct which Maderas Rainforest Conservancy, La Suerte/Ometepe, and/or any of its agents deem to be incompatible with the interest, harmony, comfort, and welfare of the other students and academic calendar as may be required. I understand that if program changes occur they will not impair or weaken the goals, educational objectives, and academic standards of the Field School.

All references to the "parent" of the applicant shall include the legal guardian or other adult responsible for the applicant. I have read the terms and conditions set forth in the Maderas Rainforest Conservancy's descriptive information on the Summer Field School in Costa Rica/ Nicaragua, and I agree that these constitute a part of my agreement with the Field School. I understand and agree to all of the Maderas Rainforest Conservancy's terms as set forth in the descriptive information and in this Release. I further understand that this agreement shall take force only upon my acceptance into the Summer Field School by the Maderas Rainforest Conservancy and its agents.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (print clearly or type) \_\_\_\_\_

I certify that I am the parent or guardian of the above signed applicant, and that I have read the foregoing release and examined the information in the program description. I hereby join in each and every part of the Release (including such parts as my subject my to personal financial responsibility), and hereby relinquish any claim that I may have against the Maderas Rainforest Conservancy and La Suerte/Ometepe Biological Field Station or its agents (as set forth above), both in my own behalf and in my capacity as the legal representative (as applicable) of the applicant, including without limitations any claim arising as a result of the applicant's leaving the supervision of the Maderas Rainforest Conservancy and its agents.

SIGNITURE of PARENT/guardians required only for students who are under 18 year of age: (Father) \_\_\_\_\_ Date: \_\_\_\_\_

Name (print clearly or type) \_\_\_\_\_  
(Mother) \_\_\_\_\_ Date: \_\_\_\_\_

Name (print clearly or type) \_\_\_\_\_  
TEL (Father) ( ) \_\_\_\_\_

TEL (Mother) ( ) \_\_\_\_\_

Email (Father) \_\_\_\_\_

Email (Mother) \_\_\_\_\_