

**Woods Hole Oceanographic Institution – Shipboard Scientific Personnel Form
Waiver of Liability, Indemnity and Consent Agreement (to be completed by all scientific personnel)**

R/V _____ Voyage # _____ Chief Scientist: _____
 Title (Dr., Ms., Mr.) & Full Name: _____ Sex: M F Phone (Bus.) _____
(AS APPEARS ON PASSPORT)
 Affiliation (Inst./Employer): _____ e-mail: _____
 Position on Cruise: _____ Student: Grad UnderGrad
 Business Address: _____
 Place of Birth: _____ Date of Birth: _____
 Citizen of: _____ Passport #: _____ Passport Exp. Date: _____
 Driver's License #: _____ State: ___ Exp. Date: _____ Name: _____
(FOR DOMESTIC VOYAGES) (AS APPEARS ON LICENSE)
 Person to Notify in Case of Emergency: _____ Relationship: _____
 Their Address: _____ Phone: _____

The following information is REQUIRED. PLEASE FILL OUT ACCURATELY AND COMPLETELY

Is your work on this voyage part of the:	Primary project	Ancillary project	Other
Full Title of Science Project:	_____		
Sponsoring Agency (NSF, ONR, etc.):	_____		
Grant/Contract Number:	_____	Discipline (Biology, etc):	_____
Principal Investigator:	_____	Current Year Funding: \$	_____
Method of Payment for Cruise Expenses:	P.I.	Purchase Order	Credit Card Other
Payment Method Details:	_____		

Medical Information: The undersigned affirms that I am qualified to perform the essential functions of shipboard duties at sea for extended periods of time, and that I have no physical defects, ailments or disability that prevent or limit the performance of these essential functions. If I require medication, I will insure that I have an adequate supply before boarding the vessel, recognizing always that the cruise schedule is subject to change without notice.

Not Applicable Prescription Drugs (type): _____
 Food Allergies / Dietary Restrictions: _____
 Past or present medical history and health problems: _____
 Actions to be taken by others in the event I am unable to provide for my own emergency care: _____

Alcohol Policy: No person, including but not limited to scientific party, crew, employees, guests, visitors and others may bring, possess or consume alcohol aboard an Institution vessel. No person shall report for duty under the influence of alcohol whether the vessel is in port or at sea. The vessel's Master is legally authorized and empowered to search any part of the ship (including staterooms and personal effects) at any time, upon reasonable suspicion or information, for alcoholic beverages or other contraband. Any person in violation of this policy is subject to immediate removal from the vessel and further administrative and legal penalties.

Drug Policy: Woods Hole Oceanographic Institution is a Zero Tolerance organization. The possession or use of any controlled substance is forbidden and will not be tolerated. The vessel's Master is legally authorized and empowered to search any part of the ship (including staterooms and personal effects) at any time, upon reasonable suspicion or information, for illegal drugs or other contraband. If illegal drugs are found on any vessel the responsible person(s) will be immediately turned over to the proper authorities. State and federal authorities have promulgated extensive regulations regarding alcohol and chemical testing. You may be subject to alcohol and chemical testing pursuant to law or in the event of a "Serious Marine Incident".

Radioactive Materials Policy: No radio isotopes will be permitted aboard ship without express approval from WHOI's Radiation Safety Committee and adherence to WHOI's Isotope User's Manual.

Hazardous Material Policy: Scientists must provide ship with Material Safety Data Sheets (MSDS) for ALL Hazardous Materials.

Staying Aboard Vessel: Cruise participants are allowed to move aboard two nights before departure if away from WHOI (one night before departure if located at WHOI). Science party will move off the day after arrival.

I have read, understood and agree to the terms and conditions stated on this "Shipboard Scientific Personnel form, Waiver of Liability, Indemnity and Consent Agreement"

Signature of Cruise Participant _____ Date _____

The completed Employer Waiver of Liability, Indemnity and Agreement to Procure Insurance may be sent by email to: (kray@whoi.edu), or mail to: Kimberly Ray, Marine Operations, MS #37, 266 Woods Hole Road, Woods Hole Oceanographic Institution, Woods Hole, MA 02543. It must be returned along with proof of insurance ONE MONTH BEFORE THE CRUISE BEGINS. All Agreements must contain original signatures prior to the ship's departure.

Woods Hole Oceanographic Institution Shipboard Scientific Personnel Waiver of Liability, Indemnity and Consent Agreement (to be completed by non-WHOI employees)

In consideration of being permitted to be present on any Woods Hole Oceanographic Institution (WHOI) vessel, and/or participating in any way in the activities of the Scientific Party, I agree for myself, my heirs, executors, administrators, personal representatives, agents and assigns to the following:

Waiver of Liability: I, for myself, my heirs, executors, administrators, personal representatives, agents and assigns, do hereby release, waive discharge and covenant not to sue WHOI, its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns and all of their vessels and the owners, operators, agents, underwriters, charterers, Master, officers, and crews of said vessels for any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, and liabilities of any kind, nature or description, including but not limited to claims arising out of WHOI's negligence, my presence aboard the vessel and/or the activities of the Scientific Party.

Indemnification and Hold Harmless: I, for myself, my heirs, executors, administrators, personal representatives, agents and assigns, agree to indemnify, defend and hold harmless WHOI, its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns and all of their vessels and the owners, operators, agents, underwriters, charterers, Master, officers, and crews of said vessels for any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, and liabilities, of any kind, nature or description, and including attorneys' fees, brought or arising out of my presence aboard the vessel and/or my participating in any way in the activities of the Scientific Party.

Agreement to Procure Appropriate Insurance: I agree that appropriate insurance coverage will be provided and maintained by me or my employer (see Employer Waiver of Liability, Indemnity and Agreement to Procure Insurance) for the duration of my time associated with the vessel or my participation in any way in the activities of the Scientific Party, whichever is longer. Said insurance must provide coverage for claims for personal injury, death, illness, injury and damages to property arising out of my presence aboard the vessel and/or my participating in any way in the activities of the Scientific Party, without rights of subrogation. **Proof of such insurance must accompany this Agreement.**

Assumption of the Risk: I understand that my participation in the cruise, including, but not limited to my operation of the ship's equipment may expose me to certain inherent risks, dangers and hazards associated with ocean-going vessels, which include but are not limited to dangers while embarking and disembarking the vessel, the motion and movement of the vessel through rough and unpredictable seas with the attendant rolling or pitching of the vessel, wet decks, stairs, steps and ladders which may be slippery, any and all of which jointly or severally may result in injury, death or damage to me and/or my property. Acknowledging said risks, dangers and hazards I commit to always keep one hand for myself and one hand for the vessel to minimize the risk of injury and/or death inherent on vessels. I hereby assert that my participation is voluntary and that I knowingly and voluntarily assume all such risks.

Consent: I understand and agree that: (1) No one under the age of 18 is allowed to participate in cruises aboard WHOI vessels; (2) I will not be compensated by WHOI or the vessel for my participation; (3) WHOI supports the Federal "Zero Tolerance Policy" which strictly prohibits alcohol, illegal drugs and controlled substances onboard any WHOI vessel and that my violation of this policy could lead to termination of the voyage and my arrest by appropriate authorities; (4) Alcoholic beverages are prohibited aboard at all times; (5) State and federal regulations may require me to submit to drug and alcohol testing, Said testing may be required should I be involved in a "Serious Marine Incident" or as otherwise required by law. Failure to submit to testing, if requested, will result in my termination from the cruise and will permit WHOI to report my name and address to the United States Coast Guard and my parent institution. I also may be subject to further administrative or legal penalties; (5) Any tangible and intangible property, including, but not limited to, chattels, effects, goods, supplies, equipment, collateral, personalty, paraphernalia, holdings, gear, belongings, appliances, fixtures, luggage, cargo and/or furnishings in my care, custody, possession or control are at my sole risk of loss and hazard and WHOI shall not be liable for any loss or damage thereto; and (6) Any and all injuries, including but not limited to, personal injuries, illness, death, disease, and/or disfigurement suffered by me arising out of my presence aboard the vessel and/or the activities of the Scientific Party, including but not limited to all claims for negligence, unseaworthiness, maintenance, cure, failure to pay maintenance and cure, hospitalization, termination of maintenance, past, present, and future medical expenses, pain, and suffering are at my sole risk of loss and hazard and WHOI shall not be liable for any such loss or damage.

Medical: I understand there is limited expert medical care provided on WHOI vessels. For my protection, I have fully described and listed past and present medical conditions that could require medical treatment (including the use of prescription medications) along with describing what actions need to be taken by others in the event I am unable to provide for my own care. Each individual is responsible for providing any medications that may be required during the cruise.

Severability: The undersigned further expressly agrees that this Waiver of Liability, Indemnity and consent Agreement is intended to be as broad as inclusive as is permitted by the general maritime law and that if any portion of the Agreement is held invalid or unenforceable the balance shall notwithstanding continue and survive intact in full legal force and effect.

Governing Law and Venue: This Waiver of Liability, Indemnity and Consent Agreement shall be governed, construed and interpreted in accordance with the general maritime law, and to the extent not applicable, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement shall be litigated, if at all, in and before the courts of the Commonwealth of Massachusetts, to the exclusion of the courts of any other state, territory or country.

Acknowledgement of Understanding: I have read this Waiver of Liability, Indemnity and Consent Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read, understood and agree to the terms and conditions stated on this "Waiver of Liability, Indemnity and Consent Agreement"

Signature _____

Date _____

The completed Employer Waiver of Liability, Indemnity and Agreement to Procure Insurance may be sent by email to: (kray@whoi.edu), or mail to: Kimberly Ray, Marine Operations, MS #37, 266 Woods Hole Road, Woods Hole Oceanographic Institution, Woods Hole, MA 02543. It must be returned along with proof of insurance **ONE MONTH BEFORE THE CRUISE BEGINS**. All Agreements must contain original signatures prior to the ship's departure.

**Employer Waiver of Liability,
Indemnity and Agreement to Procure Insurance (to be completed by the employer of non-WHOI employees)**

This Employer Waiver of Liability, Indemnity and Agreement to Procure Insurance ("Agreement") is made and entered into this _____ day of _____, 20____; between _____, whose principal place of business is located at _____ (hereinafter referred to as "Employer") and Woods Hole Oceanographic Institution, whose principal place of business is located at 98 Water Street, Woods Hole, MA, 02543 (hereinafter referred to as "WHOI") in consideration of _____ (hereinafter "Employee") being permitted to be present on any WHOI vessel, and/or participate in any way in the activities of the Scientific Party, Employer agrees as follows:

Waiver of Liability: Employer, for its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns, does hereby release, waive discharge and covenant not to sue WHOI, its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns and all of their vessels and the owners, operators, agents, underwriters, charterers, Master, officers, and crews of said vessels for any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, and liabilities of any kind, nature or description, arising out of the above named employee's presence aboard the vessel and/or the activities of the Scientific Party, including but not limited to claims arising out of WHOI's negligence.

Indemnification and Hold Harmless: Employer, for its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns, agrees to indemnify, defend and hold harmless WHOI, its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns and all of their vessels and the owners, operators, agents, underwriters, charterers, Master, officers, and crews of said vessels for any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, and liabilities, including attorneys' fees, brought or arising out of the above named employee's presence aboard the vessel and/or said employee participating in any way in the activities of the Scientific Party.

Agreement to Procure Insurance: At Employer's cost and expenses, Employer shall procure and maintain with financially sound and reputable underwriters and through responsible brokers, all in good standing and satisfactory to WHOI, the following insurance, fully and adequately protecting the vessel(s) and WHOI against all perils, disasters, hazards, risks, losses and liability in any way arising out of the above named employee's presence aboard the vessel and/or said employee participating in any way in the activities of the Scientific Party:

- (a) All Risk Insurance on any and all of Employer or Employee's cargoes or property carried aboard the vessel in amounts equal to the full actual values thereof.
- (b) Employers Liability Insurance, including Worker's Compensation, covering said employee in any state in or from which the vessel(s) shall operate and also coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and for any such other rights of members of the Scientific Party as may give rise to liability.
- (c) Commercial General Liability Insurance (in the broadest form then available in the state of Employer's principal place of business) covering claims for bodily injury, personal injury, death or property damage occurring as a result of, or arising out of, the above named employee's presence aboard the vessel and/or said employee participating in any way in the activities of the Scientific Party, in amounts not less than \$2,000,000 per occurrence/aggregate for bodily injury, personal injury or death, \$2,000,000 with respect to any one occurrence, and \$2,000,000 with respect to all claims for property damage with respect to any one occurrence with an aggregate of \$2,000,000. The policy of insurance shall name as insured parties, WHOI, its officers, directors, shareholders, employees, agents, underwriters, executors, administrators, successors and assigns, and shall include a contractual liability endorsement evidencing coverage of Employer's obligation to indemnify WHOI pursuant to this Agreement.

Each of the aforesaid policies shall name WHOI as an additional insured and loss payee, and expressly waive subrogation against WHOI, its officers, directors, shareholders, employees, agents, underwriters, charters, Master, officer, and crews of said vessels. Prior to the cruise's commencement, Employer shall furnish WHOI with certificates of insurance (with duplicate copies of the contracts available upon request), each of which shall: (a) provide for WHOI's benefit that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non renewal or lapse or material change of coverage shall be given to WHOI and that such insurance shall not be invalidated by any act or neglect of Employer or Employee or any owner of cargo or property brought aboard the vessel; (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the peril involved, whether collectible or not; (c) policies shall be primary and non-contributory; and (d) endorsed to waive WHOI's liability for premium.

In the event of any loss or damage for which no reimbursement, or incomplete reimbursement is made by underwriters, such deficit shall be paid by Employer. Should Employer fail to procure or maintain any of the aforesaid insurance, or, by any act or omission, vitiate or invalidate any of the aforesaid insurance, Employer shall indemnify WHOI and the other beneficiaries of said insurance to the extent they or any of them suffers or incurs loss, damage, liability or expense in consequence of such failure, act or omission.

Signature _____ Date _____

Title: _____

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