Woods Hole Oceanographic Institution – Shipboard Scientific Personnel Information and Acknowledgement Form (to be completed by all scientific personnel)

R/V	Voyage No	Chief Scientist
Title (Dr.,Ms.,Mr.) & Full	Name	SSPORT) Sex: M 🗌 F 🗌 Phone (Bus.)
Affiliation (Inst./Employe	(AS IT APPEARS ON PAS	ssport)e-mail
Position on Cruise:		Student? Please check: Grad 🗌 /UnderGrad 🗌
Business Address		
Place of Birth		Date of Birth
	Passport No	Passport Exp. Date
Person to Notify in Case of Emergency		Relationship
Their Address		Phone
Sponsoring Agency (NSF	, ONR, etc.)	_ Discipline (Biology, etc.)
		Current yr. Funding \$
Method of Payment for C	ruise Expenses – P.I. 🗌 Purchase Order	Credit Card D Other
Payment Method Details		
time, and that I have no pl I will insure that I have an	nysical defects, ailments or disability that adequate supply before boarding the ves	to perform the essential functions of shipboard duties at sea for extended periods of prevent or limit the performance of these essential functions. If I require medication, sel, recognizing always that the cruise schedule is subject to change without notice.
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: _____

Personal Property/**Scientific Equipment:** Ships and the ocean are dangerous and perilous environments. Equipment and property can easily be destroyed, lost, or damaged. As such, I waive and discharge WHOI from liability for the damage, loss, or destruction of personal property and/or scientific equipment. If insurance coverage is desired of any property or equipment, I will procure such insurance at my own expense.

Alcohol Policy: No person, including but not limited to scientific party, crew, employees, guests, visitors and others may bring, posses 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 the night before departure and move off the day after arrival.

I have read, understood and agree to the terms and conditions stated on this Shipboard Scientific Personnel Information and Acknowledgement form and verify that all of the information I have provided in this form is true and correct

Signature of Cruise Participant

Date

The completed Shipboard Scientific Personnel Information and Acknowledgment Form may be sent to Dan Meiggs (508-289-2208) by email (<u>dmeiggs@whoi.edu</u>) or mail (Marine Operations, MS #27, Woods Hole Oceanographic Institution, Woods Hole, MA 02543). It must be returned **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 participants)

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:

Personal Property/ Scientific Equipment: Ships and the ocean are dangerous and perilous environments. Equipment and property can easily be destroyed, lost, or damaged. As such, I waive and discharge WHOI from liability for the damage, loss, or destruction of personal property and/or scientific equipment.

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, employees, agents, underwriters, and assigns and all of their vessels from any and all claims including for loss or damage to any property or my injury and/or death, except to the extent, and only to the extent or percentage at fault, for any claims, losses, liabilities, damages or expenses resulting from WHOI negligence or gross negligence.

Indemnification and Hold Harmless: I, for myself, my heirs, agents and assigns, agree to indemnify, defend, and hold harmless WHOI, its officers, directors, shareholders, employees, agents, vessels, and the from any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, third-party claims, and liabilities, of any kind, nature or description, and including the payment of reasonable attorneys' fees and costs through appeal, brought or arising out of my presence aboard the vessel and/or my participating in any way in the activities of the Scientific Party. I also agree to indemnify WHOI and all of its vessels for any of my negligent or intentional acts, omissions or conduct which result in my injury, death and/or loss of property.

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. I hereby certify that insurance coverage will be procured at no expense to WHOI by me, my Employer or sponsoring institution and that proof of insurance covering me for medical and medical evacuation and repatriation shall accompany this form. I understand that I am not covered by WHOI or vessel insurance. If I am an employee or independent contractor, my presence aboard this ship for this cruise is in the course of my assigned duties to that employer, and that employer is responsible for all pay that may be due me for work done aboard ship.

Consent: 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.

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. I give my consent to WHOI for any and all medical treatment of me, which they deem necessary resulting from my participation in the activities of the Scientific Party with the understanding that the costs of any such treatment will be my responsibility. Should I require emergency medical treatment. I acknowledge that WHOI does not provide health, accident or medical evacuation and repatriation insurance for non-employee shipboard personnel and I agree to be financially responsible for any expenses incurred because of emergency medical treatment. I have provided information concerning any medical conditions about which emergency medical personnel should be aware.

<u>Claims:</u> In the event I have any claim(s) not released herein against WHOI or any of its vessels, I acknowledge the institution of suit on said claim(s) must be filed within one year from the date on which the injury, death or loss occurred. I further acknowledge and agree that WHOI and its vessel shall have no liability for claims of emotional distress, mental suffering, or psychological injury which were not intentionally inflicted, the result of actual physical injury or the result of claimant having been in actual risk of physical injury, caused by negligence or fault of WHOI or its vessels.

<u>Governing Law and Venue</u>: 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.

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

Signature: _____ Date: _____

Title:

The completed Shipboard Scientific Personnel Waiver of Liability, Indemnity and Consent Agreement may be sent to Dan Meiggs (508-289-2208) by email (<u>dmeiggs@whoi.edu</u>) or mail (Marine Operations, MS #27, 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.