

MEDIA AND DATA RELEASE AND WAIVER OF LIABILITY

No identifiable photos, videos, or other recordings of any persons (hereinafter known as “**Recordings**”) on board Schmidt Ocean Institute (“**SOI**”) cruises are permitted without first obtaining a documented liability release signed by the subject of the recording. A copy of this signed release must be provided to SOI prior to commencement of the cruise.

For good and valuable consideration, the undersigned hereby grants SOI and any special personnel aboard the vessel (hereinafter collectively known as “**Parties**”) absolute and irrevocable right and permission, in respect to Recordings that the Parties have taken of me or my property, or in which I may be included with others, excluding any Recordings taken without my consent in private areas of the vessel, to copyright the same, in the Parties own name or otherwise, to use, re-use, publish, re-publish, and allow others to use, re-use, post, display, publish, re-publish, reproduce the same in whole or part, individually or in conjunction with other images, and in conjunction with any printed or electronic matter, in printed form, microfilm, electronic databases, CD-ROM, websites, online digital archives, or in any and all media now or hereafter known, for scientific and educational purposes, and to use my name in connection therewith if the Parties so choose unless otherwise agreed in writing. I hereby waive any right to inspect or approve the Recordings or any finished version incorporating the same.

The undersigned does hereby release and forever discharge the Parties from all claims, demands, rights, and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen, and unforeseen injuries, damages, and the consequences thereof resulting from the use of the Recordings for scientific and educational purposes, including without limitation any and all claims for libel or invasion of privacy.

I further acknowledge that any data or information produced or generated while I am on board the SOI vessel is the sole property of SOI unless otherwise agreed in writing. Except where otherwise agreed in writing, I agree not to publish any information about SOI, its employees, or facilities without the prior written consent of SOI and understand that SOI in its sole discretion may choose whether or not to give such consent.

I hereby certify that I am suffering under no legal disabilities and that I have read the above carefully before signing. This release shall be binding upon me and my heirs, legal representatives, and assigns.

By signing below, I agree to the terms stated above and hereby certify that I am 18 years of age or older.

Signature/Date

Print name