

Waiver and Release Form

Expected dates to be aboard R/V Falkor: 28 OCT - 13 NOV 2018		
First Name: EMERINCIANA WARRIS	MI: A	Last Name: NOLASCO
Institution/Company: MONTEREY BAY AQUARIUM RESEARCH INSTITUTE		
Business or Home Address: 7700 SANDHOLT RD MOSS LANDING, CA 95039		
Phone #: (831) 775-2041		Email: ENOLASCO@mbari.org

I, the undersigned, for myself, my heirs, executors, personal representatives, and assigns, waive and release any and all claims against Schmidt Ocean Institute and its subsidiaries ("SOI"), any and all of its directors, officers, shareholders, members, employees, affiliates and any other personnel in any way assisting or connected with SOI, and the vessel R/V Falkor (the "Vessel") (collectively, all of the foregoing parties are referred to herein as the "Indemnified Parties") from any and all losses, damages, injuries, costs, attorney fees and expenses of any kind and nature incurred by me arising from, or in connection with me being on board the Vessel and participation in, or observation of, research or other activities conducted by me or by, or with help from, SOI, including but not limited to all losses and damages for negligent or careless conduct or acts of SOI or other participants. Furthermore, I covenant not to cause or permit any action to be brought against any of the Indemnified Parties on account of loss of or damage to property or bodily injury, including death, as a result of these activities or my presence on board the Vessel. This Waiver includes all claims arising out of any federal, state, local, foreign or other governmental statute or ordinance.

I acknowledge and agree that I am aware of the risks of being on board ocean-going vessels such as the Vessel; that I understand that serious accidents occasionally occur on board ocean-going vessels which can result in loss to or damage to property or bodily injury or even death and that I desire to participate in or observe the research performed in connection with the Vessel with full knowledge of the dangers involved; that I will participate in briefings by SOI personnel as to safety rules governing travel on board the Vessel; that I will abide by these safety rules and obey all instructions given to me by SOI personnel; and that my participation in, or observation of, SOI research and other activities is voluntary and done at my own risk. I hereby agree to expressly assume and accept any and all risks of injury or even death. (please initial _____)

I have been advised by SOI to review this Waiver with an attorney before signing and delivering it to SOI. I have read this Waiver and have had an adequate opportunity to ask questions and fully consider it before signing it. I acknowledge that I have (a) carefully read this Waiver and find that it is written in a manner that I understand; (b) discussed this Waiver with my attorney or knowingly and voluntarily waive the right to do so; (c) understand that I am giving up all claims and damages against the Indemnified Parties; and (d) sign this Waiver as my free and voluntary act.

This Waiver is the final and complete expression of my agreement on these subjects, and may be amended only in writing. In signing this Waiver, I am not relying on any promise or representation made by SOI or its directors, officers, shareholders, members, employees, agents, affiliates or insurers.

This Waiver is entered into and shall be governed by the laws of the State of California, United States of America. I agree that the local, state or federal courts within Santa Clara County in the State of California, United States of America, shall have exclusive jurisdiction and I irrevocably waive any objection I may have to venue in Santa Clara County, California to the maintenance of any

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actions or proceedings related to this Waiver. If any part of this Waiver is not enforceable as written, it shall be enforced to the maximum extent allowed by law and shall not affect the enforceability of any other part. This Waiver is binding on me, my heirs, executors, and personal representatives, and assigns, and benefits SOI, its directors, officers, shareholders, members, employees, agents, affiliates, insurers, successors and assigns.


SIGNATURE

EMERINCIANA MOLASCO
PRINTED NAME

26 SEPT 2018
DATE SIGNED