

R/V KA'IMIKAI-O-KANALOA Release and Consent

Information

This Release and Consent, consisting of three (3) pages, must be read, filled out and signed by each member of the science party prior to boarding or cruising upon R/V KA'IMIKAI-O-KANALOA. A member of the science party is defined as any person or individual other than paid crewmembers or U.H. Marine Center (UHMC) staff. Should any information change (e.g. employment status, person to notify, health), it is your responsibility to inform us so we may update your form.

The completed Release and Consent form, three (3) pages, may be sent by e-mail (rhayes@soest.hawaii.edu), by fax (808 848 5451) or mail (UH Marine Center, #1 Sand Island Road, Honolulu, HI 96819). KA'IMIKAI-O-KANALOA will have a printed copy of your completed form onboard upon your arrival. All forms must contain original signatures prior to the ship's departure.

In consideration of permission to be present on the KA'IMIKAI-O-KANALOA,

I agree to the following terms:

Partial Waiver and Release of Rights: I, the undersigned, agree to accompany the cruise(s) on R/V KA'IMIKAI-O-KANALOA listed. I understand that I am not covered by UHMC's or the vessel's insurance and that appropriate insurance coverage must and will be provided by me, my employer or sponsoring institution. (UH students or UH sponsored volunteers may be covered and must check with the Principal Investigator to confirm coverage, if any, before departure. If you have any questions about your insurance coverage, please resolve them with the Principal Investigator/Chief Scientist for the cruise.) I agree that I will not be compensated by UHMC or the vessel for my participation, nor will I be covered by UHMC's or the vessel's insurance. I understand that my participation in the cruise(s), including but not limited to my operation of the ship's equipment necessary for my research, 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 and 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. In addition to the preceding, I hereby release and hold the State of Hawaii, its officers, agents and employees harmless from any and all claims or liabilities which I might have or claim to have against the State of Hawaii, the University of Hawaii, the Research Corporation of the University of Hawaii and/or the vessel KA'IMIKAI-O-KANALOA, including their officers, agents, and employees for injuries to my person, including death, or property damage arising out of my participation in the cruise(s). I also agree to indemnify the State of Hawaii, the University of Hawaii, the Research Corporation of the University of Hawaii and the vessel KA'IMIKAI-O-KANALOA for any of my negligent or intentional acts, omissions or conduct which result in my injury, death and/or loss of property.

Consent: I understand that and agree to:

- UHMC supports the Federal "Zero Tolerance Policy" which strictly prohibits illegal drugs and controlled substances onboard KA'IMIKAI-O-KANALOA and that my violation of this policy could lead to termination of the voyage and my arrest by Federal authorities.
- Alcoholic beverages are prohibited onboard at all times except that beer and/or wine, on a case by case basis, may be consumed in moderate amounts on special occasions when specifically authorized by the Captain in advance of consumption.
- Federal regulations require me to submit to a drug/alcohol test should I be involved in a "Serious Marine Incident" and that a failure to submit to this test, if requested, will require termination of the cruise and permit UHMC to report my name and address to the U.S. Coast Guard and my parent institution.

Medical: I understand there is no expert medical care provider on KA'IMIKAI-O-KANALOA. For my protection, I have fully described and listed past and present health problems which could require emergency 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 emergency care. (Except as provided herein, all medical information will be treated as confidential. It will be provided to the Captain of KA'IMIKAI-O-KANALOA and to our medical advisory service as necessary, e.g., injury, illness, concern about the appropriateness of you going to sea on KA'IMIKAI-O-KANALOA.) Each individual is responsible for bringing along any medications they may require during the cruise. Note: KA'IMIKAI-O-KANALOA does not stock medications other than a limited supply for emergency use as prescribed by our contract medical advisory service.

_____ Initials

Cruise Participants Under 18 Years of Age: The participant's parent or legal guardian must execute this form on behalf of his/her minor child in the space provided.

Cruises Calling in Foreign Ports: If the cruise begins, ends, or calls in a foreign port the "Foreign Port" information must be completed.

Severability: In the event any portion of this Release and Consent form is subsequently deemed unenforceable or illegal by a Court of Law, the remaining portions of this form shall survive intact.

Claims: In the event I have any claim(s) not released herein against the State of Hawaii, the University of Hawaii, the Research Corporation of the University of Hawaii and/or the vessel KA'IMIKAI-O-KANALOA, I acknowledge the institution of suit on said claim(s) must be filed within one (1) year from the day on which the injury, death or loss occurred. I further acknowledge and agree that the State of Hawaii, the University of Hawaii, the Research Corporation of the University of Hawaii and/or the vessel KA'IMIKAI-O-KANALOA 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 the person/entity released.

Governing Law and Venue: This Release and Consent form shall be governed by, construed and interpreted in accordance with the laws of the State of Hawaii and/or any applicable general maritime law. Any legal action hereunder shall be filed only in the courts located within the State of Hawaii.

