

**ADULT**

**PEGASUS PROJECT**  
**ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT**

As a prerequisite for being permitted to be aboard the vessel PEGASUS (whether underway or not), I agree to the following assumption of risk and release of liability. In this agreement Pegasus Project" means its affiliated partner organizations, the vessel PEGASUS and all persons acting as officers or crew of the PEGASUS. In entering into this agreement, I do so on behalf of myself and my heirs, estate, personal representatives, and assignees.

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.

I am aware that being aboard the PEGASUS – whether as a crew member, visitor, participant in a field trip, business invitee, or passenger – involves activities on a boat that are hazardous in nature. I am voluntarily boarding the PEGASUS with full knowledge of the risks and dangers involved, and I agree to accept any and all such risks and dangers.

2. PHYSICAL CONDITION.

I confirm that I do not have any medical, physical, or psychological condition that will expose me or others on the PEGASUS to risk of illness or injury. I understand that the Pegasus Project will not make any special arrangements for any such conditions that I may have. Furthermore, I agree to notify the Pegasus Project Manager and Training Captain immediately if such a condition should occur. Failure to do so may result in the termination of participation in the project.

3. RELEASE AND AGREEMENT NOT TO SUE.

I hereby give my consent in the event of injury or illness while aboard the PEGASUS to receive first aid treatment including cardiopulmonary resuscitation. I voluntarily release and discharge the Pegasus Project, its agents, and its insurers from any and all liabilities, claims, and causes of action that arise out of or in connection with my being aboard the PEGASUS, including but not limited to: (a) those for illness, injury, death, and property damage; (b) those resulting in whole or in part from the negligent (including solely negligent) acts or omissions of the Pegasus Project or from any defect or unseaworthiness of the PEGASUS. I further agree not to sue or assert any claim against the Pegasus Project for any illness, injury, death, or property damage that arises out of or in connection with my being aboard the PEGASUS. I also agree to allow the Pegasus Project and its partners to gather and to publish visual images of myself from video or cameras for use in public education about the Pegasus Project and its activities.

4. LEGAL FEES.

Should any party sue to enforce this agreement, or to recover for breach of any provision of this agreement, the successful party in that litigation shall be entitled to all attorney fees and costs of the litigation, whether otherwise awardable or not.

I have carefully read this agreement, understand its contents and agree to be bound by its terms.

Signature: \_\_\_\_\_, Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_