STATEMENT OF PERSONAL RESPONSIBILITY & RELEASE REGARDING PARTICIPATION IN THE WORKSHOP TO INTEGRATE SUBDUCTION FACTORY AND SEISMOGENIC ZONE STUDIES IN CENTRAL AMERICA (06/18/2007 TO 06/22/2007) FIELD TRIP (for participants aged 18 or older only)

1. I, ____________________________, am a participant in the “SubFac and Seize” Workshop (the “Workshop”), taking place in Heredia, Costa Rica, June 18 to 22, 2007.

2. I wish to participate in the five-day Volcanoes of Costa Rica field trip (“Volcanoes Field Trip”) associated with the Workshop, taking place in and between Heredia and San José, Costa Rica, June 22 to 26, 2007. My enrollment in the Field Trip is voluntary. Field Trip destinations include __________________________.

3. I understand and appreciate the dangers, hazards and risks inherent to the Field Trip, including but not limited to transportation to, from, and around the Field Trip areas; natural disasters; inclement weather; accidents; illnesses; crimes; and any risks associated with independent activities I undertake as an adjunct to the Field Trip, all of which could include serious or even fatal injuries or property damage or loss. I further understand that the Workshop, including the individuals acting on its behalf, cannot and does not assume responsibility for such events or personal injuries or property damage arising there from even if such injury or damage is a result of the negligence of the Workshop or other parties released.

4. Knowing the dangers, hazards and risks of the Field Trip, and in consideration of being permitted to participate, on behalf of myself, my family, heirs, and personal representatives, I agree to assume all the risks and responsibilities surrounding my participation in the Field Trip and, in advance, release, waive, forever discharge, and covenant not to sue the Workshop, or Boston University or their governing boards, officers, agents, employees, students, and/or volunteers (collectively, the “Releasees”) for any harm, damage, claim, demand, action, cause of action, cost or expense of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage or injury, including but not limited to physical injury, suffering or death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees in connection with the Field Trip. It is my express intent that this release and hold harmless agreement shall be deemed a release, waiver, discharge and covenant not to sue the Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Field Trip.

5. I know that I am subject to local law and agree to obey all laws and ordinances of jurisdictions where I may be during my participation in the Field Trips. I understand that I am expected to participate without the influence of alcohol, prescription/non-prescription drugs that may affect my judgment and/or coordination, or illegal substances.

6. I am aware of my own personal medical needs and state that there are no health-related reasons or problems that preclude or restrict my ability to participate safely in the Field Trip. I assume all risk and responsibility for my medical needs, and understand and agree that if I must be hospitalized or otherwise receive medical care; the Workshop cannot and does not assume legal responsibility for payment of such costs. I hereby grant permission to the Releasees to authorize emergency medical treatment for me, and understand and agree that neither the Workshop nor any of the other Releasees assume any responsibility for any injury or damage that may arise out of or in connection with such authorization.

7. I warrant that I am at least eighteen (18) years of age and fully competent to sign this Release; that I understand the terms contained herein are contractual and not a mere recital; that I have read this Release with full knowledge of its significance; and that I have signed this Release as my own free act.

8. I agree that this Release shall be construed in accordance with the laws of the State of Massachusetts. If any term provision of this Release shall be held unenforceable, illegal, or in conflict with any governing law, the validity of the remaining portions shall not otherwise be affected.

THIS IS A RELEASE OF LEGAL RIGHTS.
READ IT AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

ACCEPTED AND AGREED:

______________________________  ____________________________
(Signature)                        (Date)

______________________________
(Printed Name)