



**WILDLIFE CONSERVATION SOCIETY
WAIVER AND RELEASE**

I have requested and received permission from the Wildlife Conservation Society ("WCS") to participate in the New York Aquarium's 2014 eel fry field survey, to take place between February 24, 2014 and May 31, 2014 (the "Project"). I recognize and acknowledge that the Project will take place off the premises of the New York Aquarium and will be supervised by New York Aquarium Education staff. I further recognize and acknowledge that serving as a volunteer on the Project may entail certain risks to me, including but not limited to risks associated with Project activities and with the provision of transportation to and from Project locations. As a volunteer, I assume all risks, known or unknown, associated with Project-related activities. In assuming these risks and signing this Waiver and Release, I am acting freely and entirely upon my own initiative, risk and responsibility. When I am off-site at Project locations, I agree to comply with applicable WCS policies and directives regarding conduct on those premises, such as safety rules and regulations.

My physical condition is such that, to the best of my knowledge, it is safe for me to participate in the Project.

I do not consider myself, and I understand that I am not, an employee, servant or agent of WCS, and that I will receive no pay, stipend, benefits (including but not limited to health insurance) or other privileges of employment of any kind for or during the time spent volunteering on the Project. I understand and agree that at all times, I will work under the close supervision of New York Aquarium Education staff. I understand that I am not entitled to a job with WCS at the conclusion of the Project.

In consideration of WCS allowing me to participate in the Project, I hereby release, discharge, indemnify and hold harmless WCS, its trustees, officers, agents, servants and employees, from and against any and all claims, demands, actions, causes of action, judgments and legal fees whatsoever which I may have, now have or which may accrue in my favor in the future on account of any loss, damage or injury to person (including death) or to property, regardless of the cause thereof, incurred, arising out of or in connection with any aspect of the Project, my participation in the Project, including but not limited to travel to and from the Project locations or WCS's facilities or equipment in connection with the foregoing.

California Residents: I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must materially affected his settlement with the debtor."

In addition, I hereby irrevocably grant to WCS the non-exclusive right, but not the obligation, to record my likeness and image while I am participating in the Project and to use my name, likeness and image in all media worldwide in perpetuity for WCS's institutional, educational and promotional purposes.

This Waiver and Release shall be construed and enforced in accordance with the laws of the State of New York, without regard to New York's choice-of-law rules, and shall be binding upon me, my heirs, next of kin, executors, administrators and assigns.

IN WITNESS WHEREOF, I have read and understand this Waiver and Release and have duly signed it as of the date written below.

_____	_____	_____
Print Participant's Name	Date	Phone
_____	_____	
Signature of Participant	Email	

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE PARENT/LEGAL GUARDIAN OF PARTICIPANT MUST SIGN BELOW.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Project as a volunteer. I have read and agree to the provisions stated above for myself and the participant.

_____	_____	_____
Print Parent or Guardian's Name	Date	Phone
_____	_____	
Signature of Parent or Guardian	Email	