



Excursion Description: Field Trip

Date: _____

School: _____

WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to visit the Maritime Center and/or participate in activities provided, sponsored or promoted by the Port Royal Sound Foundation, I, or on behalf of the below-named minor participant, in full recognition and appreciation of the dangers and risks inherent in water based activities, do hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Port Royal Sound Foundation, its Board of Trustees, officers, agents, volunteers and/or employees (hereinafter referred collectively as "PRSF") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or the below-named minor participant, or to any property belonging to me or the below-named minor participant, while participating in such activity, while in, on or upon the premises where the activities are being conducted, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF PRSF**, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS PRSF** from any loss, liability, damage, or costs, including court costs and attorneys' fees that I or my minor child may incur due to participation in said activities.

ASSUMPTION OF RISK. I am fully aware of the risks and hazards connected with the activities in which I (or the below-named minor participant) am participating and I am aware that such activities include the risk of injury and even death. I understand that water based activities may pose a higher probability of injury or death on account of hazards that differ from the hazards of other activities in which I, or the below-named minor participant, may participate, including, but not limited to, wet or slippery surfaces, instability of water vessels, enhanced health risks to overexertion, over exposure to the sun or cold, and drowning. I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property, me and/or the below-named minor participant. I understand that PRSF does not require participation in this activity. I voluntarily assume all risks and full responsibility for any personal injury, including death, which may be sustained by me and/or the below-named minor participant, or any loss or damage to property owned by me, as a result of being engaged in such activities.

COVENANT NOT TO SUE. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE PRSF**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of South Carolina and that any mediation, suit, or other proceeding must be filed or entered into only in South Carolina and/or the federal or state courts of South Carolina. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. This waiver may be entered as evidence in any such court as a total and absolute defense to any claims made.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Participant Signature _____ Print Name _____ Date _____

Address _____

Email _____ Phone Number(s) _____

Parent or Guardian Additional Indemnification (for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless PRSF from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature _____ Print Name _____ Date _____