

LIABILITY RELEASE FOR MCP VOLUNTEERS

TO THE BROADEST EXTENT PERMITTED BY PHILIPPINE LAW, I _____, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MARINE CONVERSATION PHILIPPINES (HEREAFTER MCP), ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as 'releasees') from and in relation to all liability to the undersigned participant, my personal representatives, assigns, heirs and next of kin for any loss, damage or claim thereof on account of or arising from injury to me or my property caused by factors outside the control of the releasees or as a result of the negligence of any party, including the releasees, whether passive or active.

TO THE BROADEST EXTENT PERMITTED BY PHILIPPINE LAW, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability to any party, including any claims, demands, causes of action, charges, expenses and attorney fees of whatever kind resulting or arising directly or indirectly from my involvement or participation as a MCP volunteer.

TO THE BROADEST EXTENT PERMITTED BY PHILIPPINE LAW, I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while participating in any MCP activity, including but not limited to transportation, whether on sea or on land, scuba diving or volunteer work inside or outside of MCP base.

I EXPRESSLY AGREES that MCP shall not be liable or responsible for my personal injury, property damage, loss or delay resulting or arising from:

- Participation in sports or recreational activities during the course of the program.
- Participation in any activities during "free time." ("Free time" is defined as any period of time that does not consist of MCP meetings, volunteer activities, required chores, group discussions, scuba diving and/or project related transportation.) I am entirely responsible for my own actions during "free time" and MCP is not responsible for any decisions made by me or any activities I decide to partake in during free time, nor any injuries or damages caused by or arising from those decisions and/or activities.
- Any act of negligence or recklessness on my part. I agree to bear the costs for the repair or replacement of property that is damaged or lost or destroyed due to careless, negligent or reckless behaviour. I shall hold MCP harmless for all said damages.
- Any act of nature, act of public enemy, arrest or restraint of any government, seizure under legal process, quarantine, restrictions, riots or civil commotions, strikes, lockouts or labor stoppages (regardless of fault), war hazards or dangers incident to a state of war.
- Improper, expired or insufficient passports, visas or other documents.
- Theft or loss of property belonging either to me, or property in my care belonging to MCP or other volunteers.
- Any act of negligence of any third person or company unrelated to MCP whose services are retained by MCP for my benefit, including but not limited to dive shops, tank filling facilities, vehicle owners, boat owners and transportation companies.
- Any deviation, delay or curtailment in the program of any kind caused by or arising from factors beyond the control of MCP.

- Any defect in any equipment, any accommodation, or in any ship, bus, automobile or any other vehicle or mode of transport.

I EXPRESSLY ACKNOWLEDGE that there may be times when MCP leaders may have to make a decision in the interest of the safety and well being of all participants in the program. I expressly agree to follow and respect the authority and decisions of the appointed leader(s).

I EXPRESSLY ACKNOWLEDGE that I am solely responsible for any legal problems I encounter with any foreign nationals or government and that MCP has no obligation to provide any assistance under such circumstances.

I FURTHER UNDERSTANDS AND AGREE THAT:

MCP is not responsible for my action, omission, personal conduct or moral behavior. Additional expenses, if incurred because of or arising from my own actions or omissions or circumstances beyond MCP's control, will be my responsibility.

I EXPRESSLY ACKNOWLEDGE, THAT MCP reserves the right to:

Terminate my stay if in the sole judgment of MCP, its employees, agents, or representatives, my action or omission is, or potentially may be, injurious or hazardous to the welfare of other volunteers, in violation of the law or in conflict with the good reputation of MCP and the local community.

Use pictures, video and statements of the participant in future brochures and advertising materials.

I, _____, EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY PHILIPPINE LAW.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I have read, understand and agree to abide by the preceding liability release agreement.

_____ (participant's signature) _____ (date)

_____ (parental signature/legal guardian)