



**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver: In consideration of being permitted to participate in any way in **swimming, snorkeling, SCUBA Diving, boating, and related activities from January 1<sup>st</sup>, 2022 through December 31<sup>st</sup>, 2023** hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue MERROW Foundation, Seahorse Coastal Consulting, its officers, employees, and agents from liability from any and all claims including the negligence of MERROW Foundation, Seahorse Coastal Consulting, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date

\_\_\_\_\_  
Signature of Participant      Date

\_\_\_\_\_  
Print Name of Parent/Guardian of Minor

\_\_\_\_\_  
Print Name of Participant

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from on activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint of back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD MERROW Foundation and Seahorse Coastal Consulting HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allow by law.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date  
Age of Minor \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant      Date

