

Waiver, Release of Liability, Assumption of Risks and Indemnity Agreement

This Program is an exceptional educational opportunity but is not without certain risks, dangers, hazards, and potential liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience, and cancellation or curtailment. The Program is defined as all visitation to the BFREE field station and any Field Course activities outside of the BFREE field station. All persons taking part in the Program are required to accept these and other risks as a condition of their participation. All participants are recommended to become familiar with the laws, customs, and culture of the Program destination. All participants are required to sign and execute this Waiver, Release of Liability, Assumption of Risks and Indemnity Agreement set forth below, which is intended to release BFREE and their representatives from any and all future claims which might arise as a result of participation in the Program.

The purpose of this **Waiver, Release of Liability, Assumption of Risks and Indemnity Agreement** issued by the Directors, Officers, and Managers of US for Belize Foundation for Research and Environmental Education (BFREE) and required to be signed by every researcher, student, teacher, intern, volunteer and visitor who comes to BFREE (Participants), is as follows:

- 1. To inform all PARTICIPANTS of the dangers inherent in visiting the natural and social environments in Belize and BFREE.
- 2. To secure the voluntary consent of participants to participate in any activities conducted at BFREE and to ensure that each PARTICIPANT understands the possible dangers that could result from this participation.
- 3. To secure from each PARTICIPANT a waiver and release of liability for BFREE Directors, Officers, and Management for any injury, illness, property damage, expense, and other loss, delay or inconvenience, and cancellation or curtailment, or death resulting from the risks and dangers, including but not limited to, those enumerated below.

The dangers referred to above include but are not limited to the following:

- 1. Intestinal or other disorders resulting from a change in climate, eating habits, or exposure to foreign beaches, rivers, or other bodies of water
- 2. Contracting diseases, including but not limited to malaria, leishmaniasis, cholera, dysentery, parasites, yellow fever, dengue fever, tuberculosis, covid, hepatitis, and rabies
- 3. Snake bites, venomous and non-venomous
- 4. Allergic reactions to food, plants and animals, including but not limited to, peanuts, tree nuts, poisonwood, mosquitoes, scorpions, doctor flies, and other stinging insects
- 5. Cuts and punctures from thorns, sharp vines, and other plants
- 6. Drowning or injuries when snorkeling or diving in fresh or saltwater, e.g., shark, jellyfish, rays, coral
- 7. Sprains, contusions, and broken bones
- 8. Infected insect bites and systemic infections, including bee stings
- 9. Cuts, punctures, abrasions, and burns
- 10. Injuries due to natural disasters and sudden natural disturbances
- 11. Injuries due to encounters with wild and domestic animals, e.g., large cats, wild pigs, and crocodiles
- 12. Lack of immediate medical attention by trained medical personnel

Assumption of the Risk and Indemnification

Participation in the Program at BFREE may involve many risks, dangers, and hazards, including but not limited to those set forth in this waiver and release of liability. Each participant freely accepts and fully assumes all such risks, dangers, hazards, and liabilities, and the expense and inconvenience resulting therefrom.

In addition, BFREE is not liable for additional costs incurred due to cancellation, including flights, lodgings, activities, meals, etc. BFREE strongly recommends that all participants purchase travel insurance (medical, pandemic coverage, and trip cancellation) to protect you in case of any unforeseen emergencies. BFREE is not liable for any loss or damage suffered by you, including but not limited to the loss of the Deposit and/or Full Payment, as a result of a Force Majeure Event and/or the cancellation of a Program due to a Force Majeure Event.

Each visitor or group is responsible for international airfare to and from the Philip S. W. Goldson International Airport (BZE) and any in-country transportation not invoiced by BFREE. Should the group or any visitor be delayed for any reason in getting to or departing from the program, or must leave a program early for any reason, including a medical emergency, BFREE is not liable for any additional costs incurred in joining or leaving the program (such as costs for accommodations or transportation), nor will participants receive a refund for any missed portion of the program as a result of a late arrival or early departure.

In consideration of BFREE allowing my participation in the Program, I agree to the following:

- 1. I **RELEASE BFREE** and its agents and assigns from any and all claims, whether in contract or tort or otherwise, and arising as a result of my participation in the Program, which I have or may have in the future against BFREE, its present and past directors, officers, contractors, instructors, employees, support personnel, agents, representatives and subsidiary, successor, parent and affiliated companies or organizations, including all present and past, employees, officers, directors, agents and brokers of said companies or organizations (all of whom are hereinafter collectively referred to as BFREE).
- 2. I HOLD HARMLESS AND INDEMNIFY BFREE from any and all claims and liability for any loss, damage, injury, or expense to any third party, whether direct or indirect and howsoever caused, resulting from my participation in the Program.
- 3. Prior to the filing of any legal action(s) arising from this Waiver, Release of Liability, Assumption of Risks and Indemnity Agreement, the parties shall seek to resolve any such dispute utilizing a mediator certified under the laws of the state of Florida, U.S.A. This instrument is to be construed in all respects and enforced according to the laws of Alachua County in the State of Florida.
- 4. I have read and understand the 2025 Visitor Guide and I am submitting a Health and Contact form and all other documents requested to be executed by BFREE to visit the field station along with this waiver.
- 5. I have read the above Waiver and Release and, by signing it, agree that I am aware of the possible dangers that may occur as a result of participating in programs sponsored by BFREE in Belize, Central America. Nevertheless, I choose to [allow my child to] participate. I EXPRESSLY AGREE that this Agreement shall be effective and binding upon my next of kin, heirs, executors, administrators, assigns, and representatives in the event of my death or incapacity.

I have read and fully understand this Waiver, Release of Liability, Assumption of Risks and Indemnity Agreement prior to signing it, and I am aware that by signing below, I am waiving legal rights which I may have or which my next of kin, heirs, administrators, executors, successors, and assigns may have against BFREE.

| Participant Print Name | Participant Signature and Date |
|--|--|
| Legal Guardian Print Name (if participant is under 18) | Legal Guardian Signature and Date (if participant is under 18) |