

MEMORANDUM OF UNDERSTANDING

Whereas (name) _____ wishes to take part in a learning opportunity aboard the *Melosira* the University of Vermont's Lake Champlain research vessel on (date) _____, and whereas the University of Vermont is willing to host this learning experience, the following is understood and agreed between (name) _____ and the University of Vermont:

As per United States Coast Guard regulations, University of Vermont personnel will be in control of the vessel. Visitors will be given instructions prior to embarking on safety and emergency procedures. Visitors will follow all instructions given while on board the vessel and visitors will not engage in any behavior that will put the operation of the vessel at risk.

At all times while on board the vessel, visitors will conform to any and all safety precautions as directed by University of Vermont personnel. University of Vermont personnel will have sole discretion as to the number of passengers on board the vessel and they will have sole discretion as to allowing or declining to board any visitor.

(name) _____ affirms and acknowledges that they have been briefed as to the risks inherent in boating. Visitors are advised to dress appropriately for changing conditions which are to be expected while on the water. They understand that being aboard a vessel such as the *Melosira* can lead to exposure to sun, water and cold temperatures. Further, boating risks include the possibility of bodily injury such as slips and falls, bruises, sprains, broken bones, severe bodily injury and death. All visitors acknowledge that they are aware of these risks and will make University of Vermont personnel aware of any physical problems or accommodation necessary before they board the vessel. By boarding the vessel, visitors affirm and acknowledge that they are in good health and have no health related problems which place them at risk while involved in this activity.

(name) _____ will indemnify, defend and hold harmless the University of Vermont from and against any and all claims, losses, expenses, demands, actions, suits or liabilities of any nature whatsoever, including reasonable attorneys fees, resulting from any injury or death to any person or any property damage arising from this event unless caused by the sole negligence of the University of Vermont. Visitors acknowledge and agree that their participation in this activity is purely voluntary. Visitors understand and acknowledge that any costs associated with any damage or medical bills incurred will be the sole responsibility of visitors, unless caused by the sole negligence of the University of Vermont. This understanding will be binding upon visitors, their heirs and assigns.

(Print name of participant or parent/guardian if participant is under 18)

(Signature of participant or parent/guardian if participant is under 18)

_____ (Date)