

EARTHWATCH PARTICIPANT FORM

This form is a vital part of becoming a participant on an Earthwatch Expedition. By providing the participant's personal and health information, we can do a better job of preparing them for safe travels. This information will be shared with the Earthwatch scientists leading your team.

YOUR PROJECT DETAILS

Volunteer Name: Marissa Engel
Date of Birth: March 29, 1977
Project Title: Of Mountains and Marmots: Climate Change in the French Alps
Project Start Date: Sunday, June 29, 2014
Project End Date: Saturday, July 05, 2014

YOUR CONTACT DETAILS

Address: 1950 Carmen Ave.
Los Angeles, CA, 90068
United States
Email Address: marissaengel@gmail.com

PASSPORT INFORMATION

Passport Number: 447610199
Passport Exp. Date: 01/28/2019
Passport Issue Place: USA
Passport Issue Date: 01/29/2009

EMERGENCY CONTACTS

Please provide two emergency contacts that will be available while you are on the project. Emergency contacts should not be individuals who are traveling with you.

CONTACT 1

First and Last Name: Eric Dixon
Relationship to You: partner
Home Phone: 310-424-8184
Mobile Phone:
Work Phone:
Email Address: ericsdixon@gmail.com

CONTACT 2

First and Last Name: Richard Engel
Relationship to You: father
Home Phone: 585-739-4960
Mobile Phone:
Work Phone:
Email Address: unipacint@aol.com

OTHER RELEVANT INFORMATION

Do you have any dietary requirements (e.g. vegetarian, vegan, etc.)? No

What interests you about this Earthwatch project? Have you been on an Earthwatch project before? Do you have any specialized skills to offer? Do you have any concerns with the field conditions outlined in the Briefing document (e.g. weather, cultural differences, accommodation etc.)?

I'm very interested in wildlife conservation and have taken a course at the Los Angeles Zoo in animal behavior and observation and served as a primate research volunteer there.

HEALTH DECLARATION AND SELF-ASSESSMENT

Your safety is important to us. Earthwatch may use the information you provide in this section to assist in the event of a medical emergency in the field. Therefore, truthful disclosure of medical conditions is essential. Please include as much detail as possible.

- Earthwatch may use the information you provide in this section to assist in the event of a medical emergency in the field. Therefore, truthful disclosure of medical conditions is essential. Please include as much detail as possible.
- It is your responsibility to review the project conditions and physical demands as described in the Briefing document and determine if you are able to safely participate in this program. Discuss your participation in this program with your doctor if you have a question or concern about your health and/or ability to participate.
- Truthful disclosure of medical conditions will not necessarily lead to exclusion from a project. If you are in any doubt as to what constitutes information relevant to your participation, please consult Earthwatch.
- Non-disclosure or misrepresentation of any requested information may lead to removal from the project at your own expense and void your insurance coverage.
- Certain pre-existing medical conditions may not be covered by Earthwatch's insurance. This document may be shared with Earthwatch's travel insurers to assist with any potential questions about your participation.
- Earthwatch may need to contact you or your doctor for clarification of the information provided in this form at any time.
- You must alert Earthwatch of any changes to your medical status that occur after submission of this Health Declaration.
- By joining an Earthwatch project, you are authorizing the Earthwatch field team to consent to medical treatment on your behalf which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician or surgeon or the most qualified medical provider. Medical treatment may include: first aid, administration of x-ray examination, anaesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care. You are further authorizing any such medical provider to release information about you or your condition and treatment to Earthwatch, and agreeing to pay for any and all costs associated with such treatment, including the costs of evacuation, if any, that are not covered by insurance.
- Earthwatch reserves the right to require that a Doctor approve your participation on a project. If you are 80 years old or older, or will be prior to your project, you must also fill out the Doctor's Signature Page (Requires Doctor's Signature).
- You are responsible for any applicable vaccinations for your particular project. Please check with a doctor, local travel clinic, or the CDC online (www.cdc.gov/travel) for the latest information on travel medicine. Some countries require certificates of vaccination to enter. See your Briefing document for further information relevant to your project.

HEIGHT & WEIGHT

Height 66 inches

Weight 118 pounds

CONDITIONS

Please indicate any condition that you have had within the past five years and/or any condition that requires regular medication, or follow-up with your doctor that may affect your participation on the project. Provide as much additional detail as possible.

Do you have any allergies (include medications, food, insect stings, etc)?	No
Do you have asthma?	No
Do you have diabetes/hypoglycaemia?	No
Do you have a heart condition (including disease, murmur, irregularity)?	Yes

Please describe	murmur
Date Of Diagnosis	Within the last year
How is this condition managed? (Include any treatments required, dietary requirements/restrictions, exercise or other lifestyle adjustments.)	no management needed
Medication - which you will have with you during the project	none

Have you been hospitalized or had surgery in the past two years?	No
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Do you have any acute phobias which might inhibit your participation?

No

Check all conditions that you have and provide details so that we can assess its potential impact on your participation on this expedition.

If you have any of the conditions listed, or any other medical conditions not indicated above, please provide as much detail as possible, including dates of treatment/surgery, severity, and potential effects on your participation. *

MENTAL HEALTH

Have you ever been diagnosed with or been treated for a psychiatric condition such as bipolar disorder or depression?

No

Have you ever been hospitalized or in residential treatment for psychiatric care?

No

Are you currently seeing a psychologist or psychiatrist regarding any issues that may impact your ability to conduct research in the field?

No

MEDICATIONS

List any prescription or non-prescription medications (other than prescriptions of less than 14 days duration). Include reason for taking it, length of time you have been taking it, and the current dosage. Remember to bring medication with you on the expedition.

Medication	Reason for taking	Date started taking	Current dosage & frequency	No Medications
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VISION AND HEARING

Do you have difficulty seeing in low-light conditions or have unusual difficulties seeing at night?

No

Do you have color blindness?

No

Do you have glaucoma, macular degeneration, cataracts or other visual impairment?

No

Are you hearing impaired?

No

WALKING/HIKING ABILITY

Do you use any walking aids? (e.g. hiking stick, walking pole, cane, crutches, walker, wheelchair)

No

I can walk 1 mile/1.6km within 20 minutes

Easily

I can walk 5 miles/8km within two hours

Easily

I can hike 3 hours over rough terrain

Easily

I can hike 3 hours with a 30 lb/14kg pack over rough terrain

Easily

Please add your walking activity *

Frequency

Once a Day

Duration

Between 30-60 Minutes

Level

Relaxed

Please add your running activity *

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An Earthwatch project can be an enjoyable, enlightening, and potentially life-changing experience, but some of the characteristics that may make a project attractive to you may also put you and your property at risk. All true field research activities involve a degree of risk which varies from project to project. Most field research projects require travel to remote areas of the world where logistical requirements and local conditions for Participants and their gear often involve unconventional modes of transportation, no hotel accommodations, limited or distant emergency and health services, and limited or non-existent local infrastructure or services. Of equal importance, Participants will experience one or more of the following: data gathering; physical work; odd hours; frequent moves; delays; frustrations; surprises; equipment failure or malfunction, and potential hazards. The potential risks and hazards include (but are not limited to): political instability; transportation difficulties; lack of vehicular safety and medical standards commonly found in developed countries (for example, the absence of seat belts); increased incidence and severity of vehicular accidents; strikes; sickness; quarantine; local regulations; a whole range of climate, terrain and temperature extremes; other foul weather conditions; high altitude; crime; natural disasters; wildlife behavior; staff misjudgement, and movements and events outside the control of the Earthwatch Field Team. Participants must accept that any of these factors may cause changes, delays or other effects. All true project work involves a degree of risk and improvisation, which varies from project to project.

Assumption of Risks and Assent to Earthwatch Policies

I understand the requirements for my Earthwatch project(s). I declare that I am in good health. I have received and read the Briefing document(s), which describes the risks inherent to the project(s) that I am embarking on and understand the risks the Briefing document describes and those described in this document. **I understand these and other risks not listed above can, in extreme and unlikely circumstances, cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Further, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation is subject to delay.** I understand Earthwatch Field Team does not seek to eliminate all of these risks, in part, because they are necessary for the scientific project or because they are part of the essence of an Earthwatch project. **I agree to assume all of the risks of my project, whether inherent or not, and whether described above or not.** I have read and understand the policies, rights, and responsibilities enumerated in the Participant Rights and Responsibilities Document and in the Briefing document (and similar documents). I accept those policies and the ones described in this document as a condition of my participation on an Earthwatch project. I agree to abide by the Earthwatch policies and I understand violations of the policies may result in expulsion without a refund. By entering my name in the space below I agree to participate in the expedition's activities under the terms and conditions described in this document and other Earthwatch materials.

I understand it is my responsibility to review the program conditions and determine if I am able to safely participate in this program and to confer with my doctor if I have a question or concern about my health and my participation in this program. To the best of my knowledge and belief, the information provided to Earthwatch in the Health Declaration and Self-Assessment form is true and I have not withheld any relevant information. If any of this information changes prior to fielding, I will inform Earthwatch. I authorize the Earthwatch Field Team to consent to medical treatment, the administration of x-ray examination, anesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon or the most qualified medical provider. I authorize any such medical provider to release information about me and my condition and treatment to Earthwatch. I agree to pay for any and all costs associated with such treatment, including the costs of evacuation, if any, that are not covered by insurance.

Image Copyright and Usage and Model Release

I understand that the Earthwatch Field Team will have unrestricted rights to use any photographs and film/ video and audio footage I submit from the project, unless indicated otherwise in a written request to Earthwatch. I will retain the copy right to my photographs and film/video and audio footage, but Earthwatch may use them internally and distribute them free of charge to external requestors for marketing and editorial materials that promote Earthwatch and its projects. Internal uses include, but are not limited to, project guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch web site. External requestors include, but are not limited to: for profit and non-profit newspapers, magazines, journals, newsletters and other publications and web sites.

I understand that by participating in an Earthwatch project I consent to the Earthwatch Field Team publishing, republishing or otherwise transmitting any photograph or film/video and audio footage which might have been taken of me. Earthwatch may use such footage in, but not limited to: program guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch web site. I understand that the images may be altered or modified in any manner. I hereby waive any right that I may have to inspect and approve a finished product or the copy that may be used in connection with an image or footage taken of me, or the use to which it may be applied. I further release Earthwatch from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images. I also consent to Earthwatch releasing those photographs or film/video and audio footage to members of the press or other media interested in reporting on my project.

Release of Liability and Indemnity Agreement

In consideration of the Earthwatch Field Team, I, on behalf of myself, my child, my heirs, executors, administrators, successors, and/or assigns, agree and hereby do forever release, waive, and discharge the Earthwatch Field Team, their employees, officers, directors, trustees, participants, affiliates, scientific staff, cooperating institutions, and other persons acting under their direction and control ("the Released Parties"), from and agree to defend and indemnify (meaning to pay or reimburse the Released Parties for money they are required to pay, including attorney's fees and costs) and hold them and each of them harmless against, and all liabilities they may jointly or severally incur in respect of any claim, suit, or cause of action, including legal fees and expenses of litigation, brought by or on behalf of me, my child, a family member, personal representative, estate, or any other person, on account of any personal injury, death, loss of health, financial loss or damage to property, including any such injury, loss or damage resulting from the negligence of the Released Parties, directly or indirectly sustained by me, my child, a family member, a co-participant, or any other person as a result of my participation in the Earthwatch project(s) or the use of equipment or facilities. I understand and accept that the Released Parties are not responsible or liable for acts or omissions of third parties, including but not limited to cooperating institutions, independent contractors, other entities, or other participants.

This release is intended to be enforced to the fullest extent allowed by law and includes any type of suit. However, I do not release the Released Parties from liability on account of injury, loss, or damage to me directly caused by the gross negligence or wanton or reckless misconduct of the Released Parties.

This Liability Release shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue for any action, claim or defense relating to this Liability Release shall be the courts located in the Commonwealth of Massachusetts. 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 document is in effect for this and any future projects unless revoked in writing and received by Earthwatch prior to my project.

If participant is under the age of 18 (or if participant is a resident of Alabama or Nebraska and is under the age of 19) (or if participant is a resident of Mississippi and is under the age of 21) a different form – the *Earthwatch Participation Form: Teen* – should be used.

All personal details will be stored in accordance with the Massachusetts Data Protection Laws 2010 and will be held on our secure server.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS.

UNITED KINGDOM & EUROPE

Earthwatch projects are not designed for tourists. Earthwatch Institute, (which includes Earthwatch Institute Inc. (U.S.), Conservation Education and Research Trust (U.K.), Earthwatch Institute (Australia), Earthwatch Institute Japan, Earthwatch Limited (Hong Kong), Instituto Earthwatch do Brazil, Earthwatch Institute India Trust, Earthwatch Institute Private Limited (India), Earthwatch (Canada), Earthwatch Institute Costa Rica and Earthwatch Institute Inc Beijing Representative Office) (collectively referred to as "Earthwatch") and the Earthwatch Scientist (the person responsible for leading the project on site) (each of whom together with Earthwatch shall be collectively referred to as the "Earthwatch Field Team") undertake logistical planning and preparation for the projects to tailor them to meet the research needs of Earthwatch Scientists. The projects involve conditions, described below and in the Briefing, which must be carefully considered before accepting a Participant position.

An Earthwatch project can be an enjoyable, enlightening, and potentially life-changing experience, but some of the characteristics that may make a project attractive to you may also put you and your property at risk. All true field research activities involve a degree of risk which varies from project to project. Most field research projects require travel to remote areas of the world where logistical requirements and local conditions for Participants and their gear often involve unconventional modes of transportation, no hotel accommodations, limited or distant emergency and health services, and limited or non-existent local infrastructure or services. Of equal importance, Participants will experience one or more of the following: data gathering; physical work; odd hours; frequent moves; delays; frustrations; surprises; equipment failure or malfunction, and potential hazards. The potential risks and hazards include (but are not limited to): political instability; transportation difficulties; lack of vehicular safety and medical standards commonly found in developed countries (for example, the absence of seat belts); increased incidence and severity of vehicular accidents; strikes; sickness; quarantine; local regulations; a whole range of climate, terrain and temperature extremes; other foul weather conditions; high altitude; crime; natural disasters; wildlife behaviour; staff misjudgement, and movements and events outside the control of the Earthwatch Field Team. Participants must accept that any of these factors may cause changes, delays or other effects. All true project work involves a degree of risk and improvisation, which varies from project to project.

Assumption of Risks and Assent to Earthwatch Policies

I understand the requirements for my Earthwatch project(s). I declare that I am in good health. I have received and read the Briefing document(s), which describes the risks inherent to the project(s) that I am embarking on and understand the risks the Briefing document describes and those described in this Liability Release. I have read and understand the policies, rights, and responsibilities enumerated in the document entitled Participant Rights and Responsibilities. I accept the policies described in this document as a condition of my membership on an Earthwatch project, I agree to abide by the Earthwatch policies and I understand violations of the policies may result in expulsion without a refund. By entering my name in the space below I agree to participate in the expedition's activities under the terms and conditions described in this Liability Release.

I understand it is my responsibility to review the program conditions and determine if I am able to safely participate in this program and to confer with my doctor if I have a question or concern about my health and my participation in this program. To the best of my knowledge and belief, the information provided to Earthwatch in the Health Declaration and Self-Assessment form is true and I have not withheld any relevant information. If any of this information changes prior to fielding, I will inform Earthwatch. I authorise the Earthwatch Field Team to consent to medical treatment, the administration of x-ray examination, anaesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon or the most qualified medical provider. I authorise any such medical provider to release information about me and my condition and treatment to Earthwatch. I agree to pay for any and all costs associated with such treatment, including the costs of evacuation, if any, that are not covered by insurance.

Image Copyright and Usage and Model Release

I understand that the Earthwatch Field Team will have unrestricted rights to use any photographs and film/ video and audio footage I submit from the project, unless indicated otherwise in a written request to Earthwatch. I will retain the copy right to my photographs and film/video and audio footage, but Earthwatch may use them internally and distribute them free of charge to external requestors for marketing and editorial materials that promote Earthwatch and its projects. Internal uses include, but are not limited to, project guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch web site. External requesters include, but are not limited to: for profit and non-profit newspapers, magazines, journals, newsletters and other publications and web sites.

I understand that by participating in an Earthwatch project I consent to the Earthwatch Field Team publishing, republishing or otherwise transmitting any photograph or film/video and audio footage which might have been taken of me. Earthwatch may use such footage in, but not limited to: program guides, participant briefings, magazines, newsletters, invitations, brochures, annual reports, advertisements, marketing pieces, press releases, and the Earthwatch web site. I understand that the images may be altered or modified in any manner. I hereby waive any right that I may have to inspect and approve a finished product or the copy that may be used in connection with an image or footage taken of me, or the use to which it may be applied. I further release Earthwatch from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of the images. I also consent to Earthwatch releasing those photographs or film/video and audio footage to members of the press or other media interested in reporting on my expedition.

Release of Liability and Indemnity Agreement

In consideration of the Earthwatch Field Team accepting me as a Participant, I, on behalf of myself, my child, my heirs, executors, successors, and/or assigns agree:

1. to and hereby do forever release the Earthwatch Field Team, their employees, cooperating institutions, agents, affiliates, scientific staff from, and agree to indemnify and hold them and each of them harmless against, any and all liabilities they may jointly or severally incur to me, my heirs, executors, administrators, successors and or assigns, in respect of any claim, suit, or cause of action, including legal fees and expenses of litigation, on account of any personal injury, loss of health, financial loss or damage to property, including any such injury, loss or damage whatsoever caused except to the extent that such liability may not be lawfully excluded;
2. that Earthwatch does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Earthwatch or its employees;
3. that, subject to 2, in the event that any exclusion is held to be invalid for any reason and Earthwatch becomes liable to me for loss or damage that could otherwise have been limited, such liability shall be limited to £10,000.
4. that the Earthwatch Field Team is not responsible or liable for acts or omissions of third parties, including but not limited to cooperating institutions or other Participants.

The jurisdiction and law applicable to any dispute I may have with the Earthwatch Field Team is that of England and Wales. 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 document is in effect for this and any future projects unless revoked in writing by Earthwatch prior to my project.

All personal details will be stored in accordance with the UK Data Protection Act 1998 and will be held on our secure server.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS.

AUSTRALASIA

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Most field research projects require travel to remote areas of the world where logistical requirements and local conditions for Participants and their gear often involve unconventional modes of transportation, no hotel accommodation, limited or distant emergency and health services and limited or non-existent local infrastructure or services. Of equal importance, Participants will experience one or more of the following: the whole range of climate, terrain and temperature extremes, data gathering, physical work, odd hours, frequent moves, delays, frustrations, surprises, equipment failure or malfunction and potential risks and hazards. These potential risks and hazards include (but are not limited to) political instability, transportation difficulties, lack of vehicular safety and medical standards commonly found in developed countries (for example, the absence of seatbelts), increased incidence and severity of vehicular accidents, strikes, sickness, quarantine, local regulations, foul weather conditions, high altitude, crime, natural disasters, wildlife behaviour, staff misjudgement and movements and other events outside the control of the Earthwatch Expedition Team.

Participants must accept that any of these factors may cause changes, delays or other effects. All true expedition work involves a degree of risk and improvisation, which varies from expedition to expedition.

Assumption of Risks and Assent to Earthwatch Policies

I understand the requirements for Earthwatch expeditions. I have received and read the Expedition Briefing, which describes the risks inherent to the expedition(s) that I am embarking on and understand the risks the Expedition Briefing describes and those described in this Liability Release. I have also had the opportunity to ask the Earthwatch Expedition Team questions in relation to Earthwatch expeditions generally and the expedition(s) that I am embarking on specifically (including the materials provided to me in relation to these expeditions) and I am satisfied with the answers I have received. **I understand these and other risks not listed above can, in extreme and unlikely circumstances, cause or lead to death, injury, illness, property damage, mental or emotional trauma or disability. Further, activities may take place several hours or days from any medical facility or where communication, transportation or evacuation is subject to delay.** I understand the Earthwatch Expedition Team does not seek to eliminate all of these risks, in part, because they are necessary for Earthwatch expeditions or because they are part of the essence of Earthwatch expeditions. **I agree to assume all of the risks of any Earthwatch expeditions that I embark on, whether inherent or not, and whether described above or not.**

I have read and understand the policies, rights and responsibilities enumerated in the Earthwatch Institute Policies and Participant Rights and Responsibilities, and the Expedition Briefing (and similar documents) ("Policies"). I accept those Policies as a condition of my participation in an Earthwatch expedition team. I agree to abide by the Policies and I accept the consequences described for violations of the Policies (which may result in expulsion from the Earthwatch expedition team without a refund). By entering my name in the space below, I agree to participate in the expedition's activities under the terms and conditions described in this Liability Release, the Policies and other relevant Earthwatch material provided to me.

I declare that I am in good health. I understand it is my responsibility to review all conditions relevant to any Earthwatch expedition(s) that I embark on and determine if I am able to safely participate in the expedition(s) and to confer with my doctor if I have a question or concern about my health and my participation in the expedition(s). To the best of my knowledge and belief, the information provided to Earthwatch in the Health Declaration and Self-Assessment form is true and I have not withheld any relevant information. If any of this information changes prior to participating in any Earthwatch expedition, I will inform Earthwatch. I authorise the Earthwatch Expedition Team to consent to medical treatment, the administration of x-ray examination, anaesthetics, blood transfusion, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician or surgeon or the most qualified medical provider. I authorise any such medical provider to release information about me and my condition and treatment to Earthwatch. I agree to pay for any and all costs associated with such treatment, including the costs of evacuation, if any.

Image Copyright and Usage and Model Release

Licence to Earthwatch

It is acknowledged that while on an Earthwatch expedition, I may take photographs, film footage, audio footage and other such recordings ("Individual Materials") and may submit such material to the Earthwatch Expedition Team. It is agreed between myself and Earthwatch that I will retain all intellectual property rights (including copyright) in the Individual Materials.

In consideration of Earthwatch allowing me to be involved with the Earthwatch expedition, I hereby grant Earthwatch a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide, sub-licensable, assignable licence to use, reproduce, distribute, display and create derivative works of the Individual Materials for any purpose relating to Earthwatch and its promotion ("Licence").

Moral rights consent

I consent to Earthwatch and its licensees and assigns doing or omitting to do any act that would otherwise infringe my "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth)) in the Individual Materials. In particular I consent to Earthwatch and its licensees failing to acknowledge or attribute my authorship of any of the Individual Material, falsely attributing authorship of any of the Individual Materials, or making any modification, variation or amendment of any nature whatsoever to any of the Individual Materials, whether or not it results in a material distortion, destruction or mutilation of any of the Individual Materials or is prejudicial to my honour or reputation.

Model release

I understand that by participating in the Earthwatch expedition, my image or voice may be included within photographs, film footage, audio footage and other such recordings taken by an Earthwatch employee or volunteer or a third party ("Earthwatch Materials"). I acknowledge and agree that I have no rights (including intellectual property rights) in the Earthwatch Materials.

In consideration of Earthwatch allowing me to be involved with the Earthwatch expedition, I hereby consent to Earthwatch and its licensees and assigns using, reproducing, distributing, displaying and creating derivative works of the Earthwatch Materials in any form, in any manner, and in any country, without payment to me.

I acknowledge and agree that I will not be given any right to inspect or approve any Earthwatch Material, or any written copy created in connection with the Earthwatch Materials and that I have no right to remuneration in connection with the use of any of the Earthwatch Materials by any person. I agree that I will not make any claim for any reason to Earthwatch, its licensees or assigns for remuneration in connection with the use of any of the Earthwatch Materials by any person.

I confirm I am free to enter into this arrangement and have my image used in the manner contemplated by this release.

I acknowledge and agree that this release is irrevocable, worldwide and perpetual.

Release of Liability and Indemnity Agreement

In consideration of the Earthwatch Expedition Team accepting me as a Participant, I, on behalf of myself, my child, my heirs, executors, administrators, successors, and/or assigns:

1. subject to paragraphs 4 and 5 below, acknowledge and agree:
 - a. that each of the Earthwatch Expedition Team, their employees, officers, directors, trustees, participants, agents, affiliates, scientific staff, cooperating institutions and other persons acting under their direction and control (collectively referred to as "Released Parties") will have no liability whatsoever for personal injury, death, loss of health, financial loss, damage to property or any other loss or damage suffered by me, my heirs, executors, administrators, successors and/or assigns; and
 - b. to release each of the Released Parties from and in relation to, any and all liabilities they may jointly or severally incur to me, my heirs, executors, administrators, successors and/or assigns, in respect of any claim, suit or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage suffered;
2. subject to paragraphs 4 and 5 below, indemnify and keep indemnified each of the Released Parties in relation to any and all liabilities they may jointly or severally incur, in respect of any claim, suit or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage caused or contributed to by me;
3. agree that the Earthwatch Expedition Team is not responsible or liable for acts or omissions of third parties, including but not limited to cooperating institutions, independent contractors, other entities or other Participants (unless legislation operates to make the Earthwatch Expedition Team liable for the acts or omissions of the other Participants, in the relevant circumstances);
4. understand that nothing in this Liability Release excludes, restricts or modifies any consumer guarantee, right or remedy conferred on me by the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement;
5. agree, to the fullest extent permitted by law, that the liability of the Earthwatch Expedition Team for a breach of a non-excludable consumer guarantee referred to in paragraph 4 above is limited, at the Earthwatch Expedition Team's option, to refunding any amount paid by the Participant or to providing another similar expedition; and
6. agree that:
 - a. any provision of this Liability Release which is invalid in any jurisdiction must, in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from this Liability Release in any other case, without invalidating or affecting the remaining provisions of this Liability Release or the validity of that provision in any other jurisdiction;
 - b. this Liability Release contains the entire understanding between myself and the Earthwatch Expedition Team concerning the subject matter of this Liability Release and supersedes, terminates and replaces all prior agreements and communications between us;
 - c. this Liability Release will continue to have effect after my participation in any Earthwatch expedition; and
 - d. the jurisdiction and law applicable to any dispute I may have with the Earthwatch Expedition Team is that of Victoria, Australia and I submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and the Commonwealth of Australia in respect of all matters arising out of or relating to this Liability Release, its performance or subject matter.

Privacy Statement and Authority

At Earthwatch Institute (Australia) we value your privacy. Earthwatch Institute (Australia) is bound by the *Privacy Act 1988* (Cth) (Privacy Act) when we collect and handle your personal information.

This Privacy Statement and Authority covers information we collect from you regarding:

- Personal History
- Health
- Travel
- Liability Release
- Water Skills
- Expedition Evaluation
- and any other information that we may collect from you in the course of our relationship with you.

About Your Information

At Earthwatch Institute (Australia), we collect personal information that is necessary to provide and manage the expeditions or services we offer, develop and identify expeditions and services that may interest you and to conduct market or customer satisfaction research. If you do not provide the personal information requested of you to Earthwatch Institute (Australia), we may be unable to carry out these functions (for example, we may be unable to enrol you in an Earthwatch expedition).

Earthwatch Institute (Australia) discloses personal information to third parties when necessary to assist them and us in providing and managing the relevant services and expeditions. This may include our affiliate offices (which are located in the US, UK, Japan, Hong Kong, Brazil, India, Canada, Costa Rica and China), expedition principal investigators, and other team members. Earthwatch Institute (Australia) limits the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

By entering my name in the space below you authorise Earthwatch Institute (Australia) to collect, hold, use and disclose your personal information for these purposes including transferring your personal information overseas. You also give express authority for Earthwatch Institute (Australia) to, where applicable collect, hold, use and disclose your personal information that amounts to sensitive information under the Privacy Act, as required to provide and manage the relevant product or service including transferring your sensitive information overseas.

Health Information

Under the Privacy Act health information is deemed to be sensitive information and attracts a higher level of protection. Earthwatch Institute (Australia) requires certain health information to be provided by all volunteers. This information will be used for screening purposes and/or in the event of a medical emergency on the expedition. This information will be kept confidential and will not be used other than for the purposes for which it is supplied.

Personal Information About Others

If Earthwatch Institute (Australia) gives you personal information pertaining to others (for example, contact details of expedition team members) you must only use it for the purposes for which it is given (i.e. to make contact with regard to the Earthwatch expedition).

When you give Earthwatch Institute (Australia) personal information pertaining to others (for example your emergency contact), we rely on you to have made or make them aware that you will or have provided their information to us and the third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it or make a privacy complaint. If it is sensitive information Earthwatch Institute (Australia) relies on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

Access To Your Personal Information

Earthwatch Institute (Australia) will allow you to access and correct personal information we hold about you as required by law. If you have any questions about how Earthwatch Institute (Australia) handles your personal information, or would like to request access to that information, please contact us:

- by mail – Earthwatch Institute (Australia), 126 Bank Street, South Melbourne, VIC 3205
- by telephone – 03 9016 7590

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by Earthwatch Institute (Australia), please contact us using the details above.

Earthwatch Institute's Privacy Policy which can be accessed at <http://www.earthwatch.org> contains further information about how Earthwatch Institute generally handles your personal information including:

- how you can access and correct personal information we hold about you; and
- how you can submit a privacy complaint to Earthwatch Institute and how Earthwatch Institute will deal with your complaint.

Permission to Collect, Hold, Use and Disclose Your Personal (Including Sensitive) Information

I hereby consent to Earthwatch Institute (Australia) collecting, holding, using and disclosing personal (including sensitive) information gathered about me for and in the course of my expedition in accordance with the above Privacy Statement and Authority, except for information that has been agreed to be kept confidential such as that on health forms or quotations on evaluations (when marked as such). (Examples may include captioning a photo of you with your name, or releasing your name occupation or town as a potential interviewee to a member of the press upon your return).

By entering my name in the space below, I warrant that I am 18 years of age or over and I have read, understood and agree with the contents of this Liability Release Form.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

I Accept

Marissa Engel

Please re-type your full name as it appears in your digital signature above.