

**EAST CAROLINA UNIVERSITY (“ECU”) RELEASE AGREEMENT  
FOR BOATING, DIVING AND RELATED ACTIVITIES  
(AGE 18 or OVER)**

**(To be signed by all individual Participants who are age 18 or over, except those Participants who are either (a) ECU employees acting in the course of their ECU work or research; or (b) ECU students who are engaging in the Activities as a required part of an ECU course for credit)**

PLEASE READ CAREFULLY BEFORE SIGNING

I, \_\_\_\_\_, (“Participant”) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with boating, diving snorkeling, skin diving, scuba diving, surface-supplied diving, and/or saturation diving, and related activities (collectively, “the Activities”). I understand that the Activities are inherently dangerous. I understand that there are inherent risks associated with the Activities, including, but limited to:

Injury or loss of life as a result of a boat accident, travel to or from Activities, drowning, shark bites, capsizing, rough water conditions, water hazards, diving in unfamiliar waters, use or malfunction of equipment, injuries inflicted by animals, insects, reptiles or plants, or due to the state of physical conditioning and the physical exertion of myself or others engaged in the Activities, accidents or illness in remote places without medical facilities, forces of nature including, but not limited to, lightning, weather changes, ocean level changes and/or man-made objects in the water, including, but not limited to, ropes, bridge pilings, junk or debris.

**I fully understand that my participation in the Activities can result in my *personal injury, illness, paralysis, permanent disability, death and/or damage to my property.***

Despite the potential hazards and inherent risks and dangers associated with the Activities, in consideration of being allowed to participate in the Activities, I voluntarily accept and assume all risks, known and unknown, associated with the Activities, and I voluntarily assume responsibility for all resulting injuries, damages, losses, or costs.

I warrant and represent that I understand the nature of the Activities. I agree no one has a better understanding of my experience, capabilities, and/or limitations than I do. I hereby represent and affirm that I am qualified and able to participate in the Activities. I understand that I may inspect the premises, facilities, and equipment to be used in connection with the Activities.

If I believe anything associated with the Activities is unsafe, I will immediately cease to participate further, and I will immediately warn the person(s) supervising the Activities.

I understand and agree that ECU does not have medical personnel at the location of the Activities. I grant ECU permission to authorize emergency medical treatment and/or transport for me, as deemed necessary by ECU, and that I am solely responsible for any costs associated with such treatment or transport.

In an emergency, I ask that ECU notify:

Name \_\_\_\_\_ Relationship: \_\_\_\_\_

Home/Mobile Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

In consideration of being permitted to participate in the Activities, I hereby release, forever discharge, covenant not to sue and agree to hold harmless and indemnify, the State of North Carolina, ECU, and their respective board members, officers, agents, employees, volunteers, and any ECU students involved in the Activities, from and against all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature, arising out of or related to any loss, damage, or injury, including, but not limited to, suffering and death, that may be sustained by me and/or any property, as a result of, or in any way connected with, my participation in the Activities.

I understand that this is a legal document which is binding on me, my heirs, executors and/or assigns, and/or those who may assert claim by or through me.

I am eighteen years of age or older, and I have full capacity to understand and enter into this Release Agreement, and I affirm that I understand and agree to its terms and conditions.

I am aware that I must contact ECU Disability Support Services if I require an accommodation in order to take part in the Activities (252-737-1016).

**I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND IT, AND I VOLUNTARILY AGREE TO BE BOUND BY IT:**

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Signature of Participant	Date	Printed Name
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[Form updated April 2018. The ECU Department overseeing the Activities shall save and retain custody of all original fully-executed Releases (or a copy if an original is not available) for no fewer than seven (7) years after the Activities].