

For office use only:
CLASS:

NAME _____
(Please print clearly.)



Exhibit D

SEA EDUCATION ASSOCIATION, INC. PARTICIPANT CONTRACT

THIS DOCUMENT INCLUDES AN INFORMED CONSENT PROVISION AND A
LIABILITY WAIVER AND RELEASE.
IT HAS IMPORTANT LEGAL CONSEQUENCES.
PLEASE READ IT CAREFULLY AND COMPLETELY.

Introduction

Since 1971, Sea Education Association (SEA) has been conducting rigorous academic programs that offer students an opportunity to study and experience the ocean environment. Going to sea is one of the most rewarding and challenging of human endeavors. We take students to sea because we trust in their capacity to meet the challenges and claim the rewards.

I. Risks and Informed Consent

SEA sails American flag vessels that are inspected and certified by the United States Coast Guard. SEA’s experienced captains and crew hold all required Coast Guard licenses. SEA has operated sailing school vessels for more than forty years, and has an exemplary safety record. Nevertheless, you should understand that going to sea remains, as it has always been, a potentially risky endeavor. SEA believes that important lessons can be learned from participating in the teamwork that is necessary to manage risks at sea. However, *only you* can decide whether you are willing to undertake those risks.

It is impossible to compile a complete list of the risks that may be encountered at sea. Nevertheless, SEA believes that prospective students should be aware of their general scope and potential severity. Such risks include both the predictable and unpredictable consequences of adverse weather conditions. They include the risk of collision with other vessels, ice, or other floating objects. For a variety of reasons, a vessel may go aground, become flooded, capsize, or sink. There is always a possibility of fire or explosion at sea. Vital equipment may break or malfunction. There is a risk of falling overboard, of falling from rigging, or falling off a ladder. The risk of personal injury is enhanced by many factors, including confined spaces, the pitching and rolling of the vessel, working with lines and wires under tension and with equipment that has moving parts. Stress, fatigue, and the effects of weather can increase the levels of personal anxiety or the risk of human error and magnify their consequences. Acute seasickness may produce physical debility, or magnify or disguise other medical symptoms. As discussed in Section IV.D below, access to medical care and medical supplies while at sea will be limited. You should also be aware that, while the statistical likelihood is very small, going to sea does involve a risk of death or permanently incapacitating physical injury.

This catalog of scenarios is not intended to scare you. Rather, our intention is to give you a clear and unemotional sense of the facts so that you can make an informed decision. If you feel that you would like more information on the subject of risk before deciding to enroll at SEA, we encourage you to call the SEA Office of Student Services.

You should also be aware that the SEA program can be academically, physically and psychologically demanding. Living conditions, particularly aboard ship, are quite crowded, and watch schedules are demanding and inflexible. Except during shore visits, there is relatively little opportunity for personal “down time.” Students must be comfortable in an environment that demands commitment, teamwork and respect for each other and for the captain’s complete authority. The ability to respond and adapt to new physical and psychological challenges is a critical part of the SEA learning experience.

II. Liability Waiver and Release

By signing this Contract, you will be certifying as follows. I recognize that participating in an SEA program has inherent risks. Those risks include, but are not limited to, those that are discussed above. I acknowledge that those risks include virtually any kind of permanent injury and even death. I further recognize that my access to medical care while at sea will be very limited, and that at times it may be impossible to obtain timely and adequate medical care for any injury or illness. **I have decided to participate in this activity in full awareness of the risks described above.**

I, therefore, agree to personally **ASSUME ALL RISKS** of injury, illness, death, or other harm or damages which may occur in connection with this activity. I also agree that I will assume all responsibility for any costs and medical expenses that I may incur or that others may incur on my behalf as a result of my participation.

I agree that, except as provided below, I will not assert against SEA, its trustees, officers, agents, managers, teachers and other employees (collectively, "SEA"), and will hold SEA harmless from any and all claims for injury, illness, death, costs, medical and other expenses, or any harm that may result to me in connection with my participation in an SEA program.

This waiver specifically includes claims for injuries, illness or death that are solely or partially caused by any acts or omissions of SEA that are claimed to be negligent or to give rise to liability without fault, however the legal theory may be categorized.

I do not, however, agree to waive any claim for injury or death caused by SEA's gross negligence or willful recklessness, as that would be unfair and contrary to the laws of Massachusetts.

I further understand, acknowledge and agree that SEA and its captains have complete discretion to determine who they will take to sea, and, if any problem arises, who may continue to participate in the voyage. I understand that, if I am asked to leave the program, I will be responsible for all financial costs involved, including the cost of my return airfare and/or evacuation expenses.

I understand that this Liability Waiver and Release forms part of this Contract and that I am expressly waiving certain legal rights.

Dated: _____

Print Name Clearly

Signature of Student (required) Print

Dated: _____

Parent/Guardian Name (if under 18)

Signature of Parent/Guardian (if under 18)

III. Medical Care, Health Insurance, and Related Topics

A. Physical Examination. The unique experiential challenges of SEA's program necessitate that you be in good physical condition and sound psychological health. To this end, you must obtain prior medical clearance. At least thirty (30) days before your program begins, you must complete and return your SEA Medical Record. Upon arrival at SEA you must update us regarding any changes since that record was submitted. Failure to fully disclose medical or psychological conditions may result in your being required to withdraw from the program.

B. Insurance. You must provide evidence of adequate health insurance coverage for any medical conditions that may develop as a result of accident, illness or otherwise. Your insurance must cover you not only while you are in the United States or its coastal waters, but also on the high seas and in foreign countries. Your coverage should also include the cost of emergency care in such locations.

C. Medical Expenses. Except for those expenses arising from SEA's gross negligence or willful misconduct, you are responsible for any medical expenses, including medical evacuation expenses that you may incur or that may be incurred on your behalf. If SEA pays such expenses on your behalf, whether under emergency conditions or otherwise, and whether such payment is made with or without your permission, you agree to reimburse SEA for all such expenses.

D. Access to Medical Care while at Sea is very limited and may at times be non-existent. Our vessels can be more than fourteen days away from any port where medical care may be found. There will be no physician or nurse aboard the vessel. Only basic first aid is available. SEA vessels carry a modest medicine chest. Consequently, it is essential that you bring with you an adequate supply of any prescription medications on which you rely.

E. Authorization to SEA and Others to Act in an Emergency. You hereby authorize SEA to act on your behalf in the event that you become physically or psychologically ill or injured and are unable to provide informed consent for medical treatment. You further authorize SEA, its ship's captain and/or any physician or emergency personnel SEA may consult to administer emergency medical treatment, to hospitalize or otherwise secure proper treatment for you, and to authorize or order injections, anesthesia, surgery or other medical treatment as may appear appropriate under the circumstances as determined by SEA. In the event of a medical emergency, SEA will make a good faith effort to contact your parents, guardian or other next of kin.

F. Permission to Disclose Medical Records and Personal Information. It may be necessary for SEA to disclose your medical records and personal information to SEA staff members and to anyone involved in your medical care that needs the information (e.g., physicians, hospitals, emergency personnel, or other persons or entities involved in providing you with medical care or assistance). By signing this Contract you are giving SEA permission to do so on a reasonable need-to-know basis.

IV. Student Policies

A. Drug and Alcohol Policy. SEA seeks to provide a safe and comfortable atmosphere in which students can make informed and responsible decisions. To this end, SEA prohibits the use, transfer or possession of any controlled drugs or drug paraphernalia. SEA also prohibits anyone under the age of 21 from possessing or drinking alcohol. SEA prohibits the use or possession of alcohol by any student aboard its vessels. By signing this Contract, you are agreeing to SEA's right to dismiss you for violations of SEA's Drug and Alcohol Policy, including but not limited to your refusal to comply with any requested test. You are also authorizing SEA to inform your home institution about any alcohol or drug policy infraction.

B. Sexual Harassment and Discrimination of any type, by anyone in the SEA community, including employees, students or visitors, is completely unacceptable and will not be tolerated at any work or learning location. SEA is committed to providing a work and educational environment free of sexual harassment, sexual violence/assault and harassment based on gender or sexual orientation. Infraction will result in consequences which may include dismissal from the program.

V. Miscellaneous Provisions

A. Illegal Conduct. In the event that SEA reasonably believes you have engaged in or are about to engage in any form of illegal conduct, SEA may, in its sole discretion, report the situation to the appropriate authorities.

B. Applicable Law. This Contract shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. This provision is not intended to displace any applicable federal law or regulation.

C. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, attorneys, insurers, parents, subsidiaries, successors, assigns, and affiliates.

D. Severability. If any provision of this Contract is held ineffective, invalid or contrary to public policy or any law, the validity of the remainder of this Contract shall not be affected thereby.

E. Use of Photographs or Written Reports: Unless the option to opt out has been indicated below, the participant or parent/guardian authorizes and agrees to the reasonable use by SEA of any photographs or video images which may be taken of any aspect of this program and which may include the image of the participant as well as any written comments or reports submitted to SEA by the participant, including any images taken by participants and shared on SEA equipment. Reasonable use of the participant's photograph or video image may include, but is not limited to, reproduction in printed material or on SEA's website.

Check this box if you do not agree to the authorization above and wish to opt out.

CERTIFICATE OF UNDERSTANDING AND AGREEMENT

I certify that I have read, fully understand and agree to this Student Contract. I understand the risks that are referred to above. I have decided that I am willing to accept and run those and any other risks inherent in the SEA program.

I understand that my signing of this Contract will have significant legal consequences and that by doing so I am waiving or limiting certain legal rights that I might otherwise have.

I certify that I am at least eighteen years of age and am of sound mind to execute this Contract. If I am under eighteen, my parent or guardian must execute this Contract below my signature hereof.

I acknowledge that, before signing this Contract, I had the opportunity to request further information from SEA about any of the subjects that are discussed in the Contract. I also understand that, as with any contract, I have the right to seek independent legal advice if I so choose.

I agree that I have read and considered the Contract carefully and am signing it voluntarily.

Dated: _____
Print Name Clearly

Signature of Student (required)

Dated: _____
Print Parent/Guardian Name (if under 18)

Signature of Parent/Guardian (if under 18)

**SIGNED DOCUMENT must be returned to:
Sea Education Association, Inc.
Office of Academic Programs
P.O. Box 6
Woods Hole, MA 02543**

**1-800-552-3633
www.sea.edu**