

PEGASUS VOYAGES

ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT (Minor)

School or Organization _____

Teacher or Group Name _____

As a prerequisite for the Participant (a student or other minor of whom the undersigned is the parent or guardian) being permitted to be aboard the vessel PEGASUS (whether underway or not), we agree to the following assumption of risk and release of liability. In this agreement "Pegasus Voyages" means its affiliated partner organizations, the vessel PEGASUS, and all persons acting as officers or crew of the PEGASUS. In entering into this agreement, we do so on behalf of ourselves and our heirs, estates, personal representatives, and assignees.

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.

We are aware that the Participant's being aboard the PEGASUS -- whether as a crew member, visitor, participant in a field trip, business invitee, or passenger -- involves activities on a boat that are hazardous in nature. The Participant is voluntarily boarding the PEGASUS with our full knowledge of the risks and dangers involved, and we agree to accept any and all such risks and dangers.

2. PHYSICAL CONDITION.

We confirm that the Participant does not have any medical, physical, or psychological condition that will expose the Participant or others on the PEGASUS to risk of illness or injury. We understand that the Pegasus Project will not make any special arrangements for any such conditions that the Participant may have.

3. RELEASE AND AGREEMENT NOT TO SUE.

I hereby give my consent for my child, in the event of injury or illness while aboard the PEGASUS to receive first aid treatment including cardiopulmonary resuscitation. We voluntarily release and discharge Pegasus Voyages, its agents, and its insurers from any and all liabilities, claims, and causes of action that arise out of or in connection with the Participant's being aboard the PEGASUS, including but not limited to: (a) those for illness, injury, death, and property damage; (b) those resulting in whole or in part from the negligent (including solely negligent) acts or omissions of Pegasus Voyages or from any defect or unseaworthiness of the PEGASUS. We further agree not to sue or assert any claim against Pegasus Voyages for any illness, injury, death, or property damage that arises out of or in connection with the Participant's being aboard the PEGASUS. We also agree to allow Pegasus Voyages and its partners to gather and to publish visual images of my child from video or cameras for use in public education about Pegasus Voyages and its activities as well as any post-voyage artwork or classwork that may be provided to Pegasus Voyages or its partners.

4. PHOTO RELEASE.

I grant permission for Pegasus Voyages and its partners to use photographs and/or video of me taken on the Event date, or related classroom work or artwork, in publications, news releases, online, and in other communications related to the mission of Pegasus Voyages.

5. LEGAL FEES.

Should any party sue to enforce this agreement, or to recover for breach of any provision of this agreement, the successful party in that litigation shall be entitled to all attorney fees and costs of the litigation, whether otherwise awardable or not.

I have carefully read this agreement, understand its contents and agree to be bound by its terms.

Name of Minor Child _____

Name of Parent/Guardian of Minor Child _____

Signature of Parent/Guardian of Minor Child _____

DATE _____

Email Address _____

Pegasus Voyages may contact you via email with news and updates. Check here if you do NOT want to receive updates. []