

LOWER DOVER FIELD STATION LTD

PARTICIPANT AGREEMENT: RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

In consideration of the services of Lower Dover Field Station LTD, its affiliates, its agents, employees, trustees, and officers (hereinafter "Lower Dover Field Station"), and being permitted to Lodge in the above Jungle Resort and Field Station for, and/or educational/recreational purposes I acknowledge and agree as follows:

1. Activities The activities associated with Lower Dover Field Station for which I am to participate in have risks, including risks that cannot be eliminated without destroying the unique character of the activities. The following are some, but not all of the activities you may experience if participating in an outdoor recreational activity: canoeing, swimming; mountaineering; hiking; tree climbing; fishing; rafting; travel by automobile, boat, plane, and/or animal; wildlife viewing; travel on off-trail uneven terrain; loading and unloading gear; river crossings; exploration of remote areas of the Belizian Jungle; and the viewing of un-excavated Mayan Ruins.
2. Lodging: NATURAL AND ARTIFICIAL DANGEROUS CONDITIONS EXIST on the premises including the presence of harmful or poisonous snakes, insects, spiders, low hanging trees or branches, eroded conditions of the land, wild and domestic animals, deep water, mud, sand, sink holes, firearms, animal traps, vehicles, furniture including bunk beds, and slippery walking or driving surfaces. In addition, I hereby acknowledge that other naturally occurring dangerous conditions may exist on the premises as well as artificially occurring dangerous conditions germane to Lodging on the premises.
3. Description of Potential Risks Lower Dover Field Station does not want to reduce your enthusiasm for activities on the property, but it is important to know in advance what to expect and to be informed of the potential risks, both inherent and otherwise, associated with these activities. The enjoyment and excitement of Lower Dover Field Station is derived in part from the risks of these activities. The same elements that contribute to the unique character of the activities can cause loss, injury, illness, disability, or death. Some, but not all of the possible risks, include: drowning; being struck by or falling against a rock or sharp object; slippery surfaces; intense, heat, sun, rain, fog, and wind; crevasses; contact with poisonous insects and wild animals; negative reaction from air or waterborne bacteria or virus; delayed communication or inability to communicate due to remote or foreign settings; accidents due to alcohol and drug use; prolonged delay in medical assistance or ineffective medical treatment due to remote or foreign settings; transportation/equipment failure; vehicle/transportation collision and accidents; risks associated with foreign countries and travel; forces of nature such as hurricanes, tropical depressions, lightning, and flash floods; exposure to animals, diseases and infections not common to the United States and Europe; dangerous road, plane, train, boat, animal or automobile travel; political unrest; riot, demonstrations, and thievery; acts of terrorism; and civil unrest.
4. Medical Trail and Medicinal Plants on the Premises The information provided by Lower Dover Field Station or by its agents, employees is for educational and entertainment purposes only, and should not be interpreted as a recommendation for a specific treatment plan, product, plant, course of action or medical treatment. **The Food and Drug Administration (FDA) and the Belize Government have not evaluated any of the statements or contents related to medical plants on the premises. The information provided while at Lower Dover Field Station is NOT intended, nor should it be used to diagnose, treat, cure, prevent, or mitigate any disease or condition.**
5. Voluntary Assumption of Risks The description of activities and attendant risks noted above is not complete and other unknown or unanticipated risks may result in loss, injury, illness, disability or death. I agree to assume the risks of the activities of the program, inherent and otherwise. I agree to assume responsibility for the risks identified above and those risks not specifically mentioned. My participation in lodging and participation of activities is purely voluntary; no one is forcing me to participate and I elect to participate in spite of and with knowledge of the risks.
6. Ability to Participate and Agreement to Follow Instructions I certify that I am physically and mentally able to participate in activities on the grounds of Lower Dover Field Station. I understand that Lower Dover Field Station

reserves the right to refuse my participation or lodgment if it appears that I am incapable of meeting the rigors and requirements of the activities, or if it determines that my participation poses a danger to myself and/or others. I further agree to abide by all instructions of Lower Dover staff, and all applicable rules and regulations of the Lower Dover Field Stations, and the laws of the governmental jurisdictions at the place or places I will be traveling to. I agree to indemnify and hold harmless Lower Dover Field Station LTD from all claims or losses resulting from the failure to abide by such instructions, rules and laws.

7. Independent Contractors and Third Parties Lower Dover Field Stations sometimes employs independent contractors for services including, but not limited to, transportation, educational instruction, and guided tours. Lower Dover Field Station does not retain control over these contractors and is not liable for any acts, negligent or willful, or failure to act of any such contractors.

8. Insurance and Authorization for Medical Treatment I understand that Lower Dover Field Station does not provide health, liability, property or other insurance for me. I understand that Lower Dover Field Station is not responsible for any medical expenses incurred by me while participating in the program. I understand that I should obtain travel medical insurance coverage or other appropriate insurance for the term of my participation/ lodging at Lower Dover Field Station. I understand that Lower Dover Field Station is not responsible for my health, safety, or well- being during my stay. If I become ill or incapacitated, Lower Dover Field Station may take any action deemed necessary for my safety and well-being, including securing medical treatment, at my own expense and arranging transportation for me to my home at my own expense.

9. Binding Indemnification I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors on whose behalf I am signing, my and their heirs, successors, assigns, and legal representatives. I further agree to defend, hold harmless and indemnify Lower Dover Field Station from any claim, liability, loss, damages or expenses resulting from a claim brought by a fellow participant/student, rescuer, or any other person for loss, injury, illness, disability or death caused by my conduct.

10. Release of Liability I acknowledge having read and understood this Participant Agreement: Release of Liability, Acknowledgement and Assumption of Risks. I agree and assume all risks of lodging and activities, whether those risks are known or unknown, inherent or otherwise. I AGREE TO RELEASE AND DISCHARGE Lower Dover Field Station FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSUMED BY OR ON BEHALF OF ME IN ANY WAY ARISING FROM OR RELATED TO MY PARTICIPATION AND LODGING AT LOWER DOVER FIELD STATION NOTED ABOVE (including transportation and occurrences to and from the activities or the use of Lower Dover Field Station equipment or facilities). THIS RELEASE INCLUDES LOSS, INJURY, ILLNESS, DISABILITY OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LOWER DOVER FIELD STATION, PROPERTY DAMAGE, WRONGFUL DEATH, PRODUCTS LIABILITY, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL THEORY, EXCEPT IN CASES OF THE GROSS NEGLIGENCE OF LOWER DOVER FIELD STATION.

11. Severability If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect.

I HAVE READ THIS PARTICIPANT AGREEMENT AND UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS under the laws of Belize and all State and Federal laws of the United States of America.

Signature: _____ Date: _____ Print
Name: _____

Dates of Lodging: _____