

Student Expedition Agreement

Between Alaska Endeavour and the Student and Parent

Alaska Endeavour ("AE") is an Alaska non-profit corporation that operates the research vessel *Endeavour*, official number 932679 (the "Ship"), under the direction of a US Coast Guard licensed captain (the "Captain.") _____ (the "Parent") is the parent or legal guardian of _____ (the "Student"), a minor. AE and the Parent shall be referred to as the Parties.

- A. RECITALS: AE leads research expeditions for students to remote locations in Alaska on the Ship for the purposes of conducting and publishing a census study of a specific location (the "Study").
- B. The Parent wishes to have the Student participate in a specific Expedition (the "Expedition"), described below, on the terms and conditions herein.

The parties agree as follows:

1) The Expedition.

- a) The Expedition will be to Port Chalmers, Prince William Sound, Alaska (the "Location"). The Captain may change the Location for safety or other reasons at any time.
- b) The participants will include six students (including the Student), a faculty member from the student's school (the "Faculty"), the Captain, and a crew person.
- c) The Ship, Captain, and crew will meet the students and the Faculty member in Cordova, Alaska (the "Start Port") on August 1, 2024 (the "Start Date"), travel to the Location, and return to Cordova, Alaska (the "End Port") on August 12, 2024 (the "End Date") for a total duration of 12 days.
- d) AE will:
 - i) Provide pre-expedition instruction and materials (the "Curriculum");
 - ii) Provide the Ship, Captain, and crew person;
 - iii) Provide all food and supplies for the Expedition;
 - iv) Secure any necessary permits to conduct the Study at the Location, and
 - v) Publish the finished Study to its blog subscribers, to online research databases, and through other media as available.

2) Student Responsibilities

- a) Attend the pre-expedition orientation meeting.
- b) On board, all students will be required to cook, clean, and perform other duties.
- c) Follow the direction of the Captain and the Faculty.
- d) Write his or her portion of the Study, as directed by the Faculty.

3) Cost & Payments.

- a) The total cost of the Expedition for each student is \$2,800.
- b) Parent will pay 50% of the Fee (\$1,400) as a deposit (the "Deposit") upon signing this Agreement. The remaining 50% is due 15 days before the Start Date.
- c) Payments will be made by credit card on a private page of the Alaska Endeavour website.
- d) Travel costs to and from the Start Port and End Port are the responsibility of the Parent. Travel will be coordinated by the Faculty. Alaska Endeavour will arrange transportation between the Ship and the airport at the Start Port and End Port.

4) Cancellations, Delays, and Modifications.

- a) Parent may cancel this Agreement at any time before the Start Date upon written notice (including email or text) to AE. There is no cancellation fee beyond the payments made, which will be retained by AE (in other words, no refunds).
- b) AE may cancel this Agreement before the Start Date and, if canceled, will return any of the Fee paid.
- c) For weather and safety reasons, AE can NOT guarantee that the Ship will adhere to any specific itinerary.
- d) If, in the interest of safety, at the Captain's sole discretion, the Ship must remain in a port or at anchor causing a delay in returning to the End Port, the Parent will be responsible for any changes in Student travel and related costs. Similarly, the Parent will be responsible for any costs of a medical evacuation of the Student. The Parent will consider refundable tickets and travel insurance.
- e) The location and the Start Port and End Port and Start Date and End Date may be modified at any time by the Captain in the interests of safety.

5) AE Representations. AE represents and warrants that:

- a) AE maintains insurance on the Ship and its operations and passengers. AE will make a copy of the insurance policy available to the Parent at the Parent's request.
- b) The Ship will have, at minimum, the legally required safety equipment, including survival suits and a life raft(s) sufficient for all Students. AE represents and warrants that said safety equipment is maintained and in operable, safe condition.
- c) The Captain is appropriately licensed by the U.S. Coast Guard.
- d) The Ship is designated a research vessel by the U.S. Coast Guard.

6) Parent Representations. Parent represents and warrants that:

- a) Parent and Student will enter into the *Release & Agreement* (Schedule A) and complete the Medical/Dietary Information sheet (Schedule B) simultaneously with this Agreement.

7) Intellectual Property

- a) The Parties agree that photos and videos taken on the Expedition will be shared amongst the participants, and that the copyright of the Study and any published photos taken by a student will be owned by AE, but that the Student will be listed as photographer and co-author.

8) Miscellaneous

- a) In no event shall either party be liable to the other for any consequential, incidental, or special damages arising out of any default under this agreement, whether in contract or tort.
- b) Any controversy, dispute, or claim under, arising out of, in connection with or in relation to this Agreement will be settled, at the request of either party, by binding arbitration conducted in accordance with the then-existing rules for commercial arbitration of and administered by the American Arbitration Association before a single neutral arbitrator. The cost of the arbitrator shall be split equally between the parties, subject to the right of the prevailing party to recover reasonable costs set forth below. The laws of the State of Alaska will apply. Any arbitration proceedings hereunder shall be conducted in Anchorage, Alaska, United States of America, subject to agreement to hold the arbitration proceedings elsewhere. The prevailing party shall be entitled to recover an amount as the arbitrator may adjudge to be reasonable attorneys' fees, in addition to costs and other fees.

Agreed:

Alaska Endeavour ("AE")

_____ ("Parent")

William Urschel
Executive Director
Alaska Endeavour
Bill@AlaskaEndeavour.org

Date

Date

Schedule A

Release and Agreement

I acknowledge that I have requested that I (or the minor identified below) be allowed to participate in a natural history research expedition in Alaska on board the research vessel *Endeavour*, run by Alaska Endeavour, a non-profit Alaska corporation, scheduled for August 1, 2024, through August 12, 2024, under the auspices of the Williston Northampton School, which will provide an adult faculty member for the expedition. By signing this Release and Agreement, I understand and agree to the following:

1. I understand that Alaska Endeavour has no responsibility for my welfare until I board the ship at the start of the expedition and leave the ship at the end of the expedition.
2. I understand that the ship is a US Coast Guard-designated research vessel and not a passenger vessel licensed for the general public.
3. I understand that any expedition is subject to weather, sea, and other conditions and that in the interests of safety, the captain of the ship has sole and complete authority to amend or cancel the expedition itinerary. I agree to release, indemnify, and hold harmless Alaska Endeavour and its affiliates (which term shall include directors, agents and employees of Alaska Endeavour as well as Alaska Endeavour itself) from any such amendments or cancellations.
4. I understand that the expedition will involve travel by ship in remote waters, transportation from the ship to land by shore boat (skiff, kayak, canoe, or other shore boat), and activities on land in wilderness areas. All such activities involve risk of injury and loss of life, and there will likely be no services or third-party assistance immediately available. I agree to release and hold harmless Alaska Endeavour and its affiliates and agree not to sue Alaska Endeavour and such stated affiliates for any and all claims, demands, actions, lawsuits, settlements, judgments, damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, physical, property, or other damage that I may suffer from any cause whatsoever related in any way to my participation in this Alaska Endeavour expedition, for any claim not based on AE's gross negligence or willful malfeasance.
5. I understand that many of the activities involved in an expedition that are safe for some are inappropriate or dangerous for persons with mental or physical health limitations. It is my responsibility to judge the appropriateness of these activities and my physical capabilities. Furthermore, if I choose to join the expedition and I have any health, dietary, or other restrictions, I will disclose them to Alaska Endeavour in writing thirty days before boarding the ship.
6. I understand that I may be removed from the vessel and the expedition at my own expense if:
 - a. I disregard the safety directives of the captain or become violent, present a threat, or harass other participants or personnel, or;
 - b. I break local laws or shipboard rules on drugs and alcohol, even unintentionally, or;
 - c. I become ill or incapacitated: Alaska Endeavour and its employees may take any action they deem necessary for my safety and well-being, including securing medical treatment for me and transportation home, both at my expense.

- 7. I understand and consent that Alaska Endeavour may use any photo, video, and/or audio likeness taken of me and any of my comments while on an Alaska Endeavour expedition for any reasonable purpose. Furthermore, if asked, I agree to provide my own photos, videos, and records to Alaska Endeavour, who may use them, with attribution to me, for any reasonable purpose as a part of its own copyrighted materials.
- 8. I understand and agree that this Agreement constitutes the entire agreement between Alaska Endeavour and me with reference to the subject matter herein, and do not rely upon any promises, inducements, or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of Alaska Endeavour.
- 9. The waiver of Alaska Endeavour of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
- 10. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Alaska. Any controversy, dispute, or claim under, arising out of, in connection with or in relation to this Agreement will be settled, at the request of either party, by binding arbitration conducted in accordance with the then-existing rules for commercial arbitration of and administered by the American Arbitration Association before a single neutral arbitrator. The laws of the State of Alaska will apply. Any arbitration proceedings hereunder shall be conducted in Anchorage, Alaska, United States of America. The prevailing party shall be entitled to recover an amount as the arbitrator may adjudge to be reasonable attorneys' fees, in addition to costs and other fees.

By signing, I certify that I understand and agree to the terms above.

FOR PARTICIPANTS OVER THE AGE OF 18

(signature)

Date

Name:
Email:
Phone:

FOR PARTICIPANTS UNDER THE AGE OF 18

I, the minor whose name appears below, have read and had my parent or legal guardian read this Agreement and agree to all of the terms and conditions:

(signature)

Date

Name:

Email:

Phone:

Birthdate:

Having legal authority to do so, I give the above minor permission to participate in the expedition and both the minor and I will be bound by the terms and conditions herein.

(signature)

Date

Name:

Relationship to the minor:

Email:

Phone:

Schedule B
Medical/Dietary Information

Student Name _____

Gender Identity _____

Date of Birth _____

Height _____ Weight _____

Allergies _____

Medications _____

Dietary Restrictions _____

Emergency Contact

Name _____

Relationship _____

Phone _____

Email _____

Physician

Name _____ Phone _____

Medical Insurance

Carrier _____

Policy Number _____

Contact Phone _____

Mental health

Is your student under a doctor's care for anxiety, depression, or other? _____

Are there any other health concerns that we should be aware of to help maintain your students' well-being while aboard a vessel for 12 days sharing confined quarters? _____