



THE MARS SOCIETY: MDRS CREWMEMBER WAIVER, RELEASE and INDEMNITY

I, _____, the undersigned, being at least eighteen years of age, and in consideration for the right to participate in a Mars Desert Research Station crew during the period _____, do hereby agree to this waiver, release and indemnity.

I recognize that the activity specified above is a hazardous activity carrying significant risk of personal injury. I further recognize that there are natural and manmade obstacles; hazardous surfaces and environmental conditions, and other risks which in combination with actions of mine can cause severe or fatal injury. I hereby freely agree to assume all risks which may be associated with or result from participating in the aforementioned activity.

I also specifically hereby acknowledge and confirm my understanding that use of an EVA suit constricts and limits my ability to safely conduct activities that I may undertake while participating in Mars Society activities at MDRS, including but not limited to hiking, riding all-terrain (ATV) vehicles, climbing, sample taking, and other such activities (EVA activities). Such restricted abilities in the remote and hostile Utah desert environment may be dangerous and can lead to serious injury or death. I specifically agree to assume full responsibility for, and hereby acknowledge the risk of, any bodily injury, death or property damage that may arise from riding any type of EVA vehicles anywhere while a participant on a MDRS crew.

I further agree to assume full responsibility for and to hold harmless and indemnify and hereby release The Mars Society, its agencies, departments, officers, directors, employees, agents, and volunteers, from any and all liability, claims, demands, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, or harm of any kind or nature arising out of or in connection with my participation in the aforementioned activity.

I hereby acknowledge and grant The Mars Society, its officers, directors, members, servants and agents, the right to photograph me and use my picture and any other reproduction of my physical likeness (as the same may appear in any still camera photograph and motion picture) in, and in connection with, exhibition, theatrically, on television or otherwise, or any motion picture(s) in which the same may be used or incorporated, and also in the advertising, exploiting, and/or publicizing of any such motion picture(s), but not limited to television or theatrical motion picture(s). I hereby certify and represent that I have received valuable consideration in return for said release, and hereby waive any and all rights to compensation in connection with the utilization of my picture and any other reproduction of my physical likeness with reference to the specified activity.

This release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of the undersigned.

By entering into this Agreement, I am not relying on any oral or written representation or statements, other than what is set forth in this Agreement. I specifically waive any defense insofar as this Agreement is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

CONSENT

Consent is expressly given, in the event of injury, for any emergency medical aid, anesthesia and/or operation, if in the opinion of the attending physician, such treatment is necessary.

I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THE FOREGOING AND I SPECIFICALLY INTEND IT TO COVER ANY PARTICIPATION IN THE ACTIVITY SPECIFIED ABOVE.

Date: _____

Participant