Marine Habitat Preservation of the Philippines Inc.
SEC Reg. No. CN201506332
Siit Arboretum, Barangay Lutoban
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marineconservationphilippines.org

Liability Release for Volunteers

Marine Habitat Preservation of the Philippines Inc. (Marine Conservation Philippines)

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> **In short:** MCP's programme involves scuba diving, boat travel and fieldwork, which carry risks even when everyone takes care. By signing, you accept those risks, agree not to make claims against MCP or its people for accidents and ordinary mistakes, confirm that you have insurance, agree to follow staff instructions and MCP's rules, and agree that MCP may use photos, video and quotes of you. This summary does not replace the full text below, so please read all of it before signing.

1. Parties and who this Release protects

1.1 This Release is between me, the participant named below, and Marine Habitat Preservation of the Philippines Inc., SEC Reg. No. CN201506332, operating as Marine Conservation Philippines ("MCP").

1.2 In this Release, "the MCP Parties" means MCP and its directors, trustees, officers, employees, instructors and divemasters (staff or freelance), interns and scholars acting for MCP, boat crew and drivers working for MCP, the owners of premises MCP leases or uses for the programme, and my fellow volunteers and dive buddies.

1.3 "The programme" means everything I take part in through MCP during my stay, including diving, surveys, fieldwork, training, community activities, assigned duties, and transport arranged by MCP for any of these. "Free time" means any time outside the programme.

1.4 This Release is in addition to the PADI forms I sign for any PADI course, and does not replace them.

2. The programme and its risks

2.1 MCP's programme takes place at sea and outdoors in a tropical country. It carries risks that cannot all be removed, even when the MCP Parties take reasonable care. These include:

- **Scuba diving** of all kinds, including survey, training, deep, night and technical dives: decompression illness, lung overexpansion injuries, drowning, running low on air, equipment problems, and becoming separated from my buddy or group.
- **Boats and the sea:** boat travel, entries and exits, waves, currents and changing weather.
- **Marine life:** stings, cuts, scrapes and bites.
- **Road travel,** including to and from dive and project sites.
- **Fieldwork:** mangrove planting in mud and water, coastal clean-ups involving sharp or dirty waste, and work with hand tools.
- **Climate and health:** heat, sun, dehydration, and illnesses spread by mosquitoes, food or water.
- **Natural events** such as storms, typhoons and earthquakes.
- **Medical care and emergency services** that may differ from what I am used to at home, and the time it can take to reach them.
- **Shared living** with other volunteers, including shared rooms and facilities.

2.2 I understand and accept these risks, and I have had the chance to ask MCP about them before signing.

3. Assumption of risk, release and indemnity

3.1 **Assumption of risk.** I take part voluntarily, and I accept the risks described in section 2 and any other risks of the programme, including the risk of injury, illness, death, and damage to or loss of my property.

3.2 **Release.** To the fullest extent permitted by Philippine law, I release and discharge the MCP Parties from all claims for injury, illness, death, damage, loss or expense arising from my participation in the programme, including claims caused by the ordinary negligence of any MCP Party. I agree not to bring any such claim.

3.3 **Indemnity.** To the fullest extent permitted by Philippine law, I will indemnify and hold harmless the MCP Parties from all claims, demands, costs and expenses, including legal fees, brought by anyone, including my family or heirs, arising from my participation in the programme or my conduct during my stay.

4. Matters the MCP Parties are not responsible for

4.1 Without limiting section 3, the MCP Parties are not responsible for any injury, illness, loss, damage, delay or expense arising from:

- **Free time.** What I choose to do in my free time is my own responsibility, including travel on days off, diving with other operators, and any use of motorbikes or scooters.
- **Sports and recreation** I take part in during my stay.
- **My own negligence or recklessness.**
- **Property in my care.** I will pay for the repair or replacement of property belonging to MCP or others that I damage, lose or destroy while it is in my care or use, whether by accident or through carelessness, negligence or recklessness. This does not include normal wear and tear.
- **Events beyond MCP's control,** such as acts of nature, war, riots, strikes, quarantine, or actions of governments or other authorities.
- **Travel documents.** My passport, visa or other documents being improper, expired or insufficient.
- **Theft or loss** of my property, or of property in my care that belongs to MCP or others.
- **Third parties.** The acts or omissions of persons and companies not employed by MCP whose services MCP uses for my benefit, such as dive shops, tank filling stations, boat and vehicle owners, and transport companies.
- **Programme changes.** Any change, delay or cancellation in the programme caused by circumstances beyond MCP's control.
- **Defects** in equipment, accommodation or any means of transport.

5. Health, fitness and emergency care

5.1 I have answered all health questions from MCP and PADI fully and truthfully. I will tell MCP staff straight away about any change, such as an illness, an injury or new medication.

5.2 MCP staff may stop me from diving or from any activity if they believe it is unsafe for me or for others, and I will follow that decision.

5.3 I will not dive, operate equipment or take part in fieldwork while affected by alcohol, drugs, or medication that could impair me.

5.4 In an emergency, I authorise MCP staff to give me first aid and emergency oxygen, to arrange transport and medical, hospital or recompression treatment, and to consent to emergency treatment on my behalf if I cannot. I also authorise MCP to contact my emergency contact and my insurer, and to share my health information with those treating or insuring me.

5.5 The cost of any treatment, transport, evacuation or repatriation is my responsibility.

6. Insurance

6.1 I will hold travel and dive accident insurance for my whole stay. It will cover the depths and types of diving I do with MCP, emergency medical treatment, recompression treatment, medical evacuation and repatriation. I will give MCP proof of this insurance before my stay begins.

6.2 I understand that MCP has no insurance policy that covers me, and that any cost my insurance does not cover is my responsibility.

6.3 MCP may refuse to let me dive or take part until I have shown proof of valid insurance.

7. Rules, conduct and ending a stay early

7.1 I will follow the instructions of MCP staff and appointed leaders, who may need to make decisions for the safety and well-being of everyone in the programme.

7.2 I will follow MCP's dive safety rules, its house rules, and its policies, including the Safeguarding and Anti-Harassment Policy and the Child Protection Policy, published at marineconservationphilippines.org/policies/.

7.3 I will not drive a motorbike or scooter at any time during my stay. If I do, MCP may end my stay under 7.7.

7.4 I will not possess or use illegal drugs at any time during my stay.

7.5 I am responsible for my own actions, omissions and personal conduct, and for any extra costs they cause.

7.6 I am responsible for any legal matter I become involved in, with any person or with Philippine or other authorities. MCP has no obligation to assist me in such matters.

7.7 MCP may end my stay if, in MCP's judgement, my conduct breaks MCP's rules or policies or the law, puts others at risk, or harms MCP's reputation or its relationship with local communities.

7.8 If MCP ends my stay under 7.7, or I choose to leave early, my fees are not refunded, and the costs of my leaving are my responsibility. I understand that if I am forced to withdraw early from the programme because of illness, bereavement at home or other unfortunate circumstances, any reimbursement is a matter between me and my travel insurance company.

8. Legal terms

8.1 **Status.** I take part as a volunteer. I am not an employee of MCP, and my participation does not create an employment relationship.

8.2 **Governing law and venue.** This Release is governed by the laws of the Philippines. Any legal action arising from this Release or from my participation shall be filed exclusively in the proper courts of Dumaguete City, Negros Oriental, to the exclusion of all other courts.

8.3 **Heirs.** This Release binds me and my heirs, assigns, personal representatives and next of kin. As far as the law allows, I also give up on their behalf any claim they may have against the MCP Parties arising from my injury or death.

8.4 **Later stays.** This Release covers my current stay and any later stay or activity with MCP, until I sign a newer version.

8.5 **Severability.** If any part of this Release is found invalid or unenforceable, that part is removed, and the rest stays in full effect as if the removed part had never been included.

8.6 **Electronic signature.** Signing this Release electronically has the same effect as signing it on paper.

8.7 **Age and understanding.** I am 18 or older, or my parent or legal guardian has signed the section at the end of this Release. I have read all of this Release, had time to consider it and the chance to ask questions, and I understand it. I know it is a binding contract in which I give up legal rights, and I sign it freely. I am not relying on any promise that is not written in this Release or in MCP's published terms.

9. Photos, video and quotes

Taking part in MCP's programme means I may be at community events, doing conservation work or diving, where documentation through videos and images may occur. By signing this Release, I grant MCP the right to photograph and film me during my stay, and to use these images and videos on its website and social media, in films, newsletters, printed materials, reports to partners and funders, and press material, during and after my stay, without payment. If I give statements or interviews, on video or in writing, MCP may use them in the same ways.

MCP will not use images that show me in a degrading way. If I later ask, MCP will remove photos that feature me individually from its own website and social media. Group photos, and material already printed or published by others, stay as they are.

Participant signature

I have read and understood this Release, including section 9 on photos, video and quotes, and I agree to all of it. I agree that the assumption of risk, release and indemnity in it are intended to be as broad as Philippine law permits.

Participant's full name _____

Date of birth _____

Signature _____ Date _____

Parent or legal guardian (only if the participant is under 18)

I am the parent or legal guardian of the participant named above, who is under 18. I have read this Release, including section 9 on photos, video and quotes, and I agree to it on my own behalf and on behalf of the participant.

I agree that the participant may take part in MCP's programme, including scuba diving, without a parent or guardian present. MCP supervises the participant during programme activities, but does not take over my responsibilities as parent or guardian.

On the same terms and with the same limits as the Release above, I release the MCP Parties from any claim I may have myself, and I will indemnify and hold harmless the MCP Parties from any claim brought by or on behalf of the participant.

If I cannot be reached in time, I authorise MCP staff to arrange and consent to emergency medical treatment for the participant, including hospital and recompression treatment. The costs are my responsibility.

The information given about the participant, including medical information, is true. I am entitled to sign for the participant, and I sign with the knowledge of anyone who shares parental authority over them.

Parent or guardian's full name _____

Relationship to participant _____

Phone and email _____

Signature _____ Date _____