

User Agreement: CBFS University and Research Bookings

I. Facility and Equipment Use: The User shall, by signing this agreement, accept responsibility for all charges agreed to in this form and all additional charges which are payable immediately upon demand in accordance with Chincoteague Bay Field Station (CBFS) rates for all additional goods and program services provided. This includes, but is not limited to, repairs or replacement of damaged, defaced or stolen CBFS property and equipment and/or extraordinary cleaning or logistics services, any of which are necessitated by inadequate supervision or improper conduct of the User and/or the program participants.

II. Alcohol & Illegal Substances: Possession or use of any alcohol or illegal substances are not permitted on the CBFS campus by any College Program participants and may result in immediate removal from campus for individuals or group. Law enforcement may be notified if appropriate.

III. Cancellation or drop in group number: The User will be responsible for a minimum payment of 90% of the final count as confirmed 15 business days from the booking check-in date or the most updated number CBFS has on record. If the User brings less than 90% of the final count the User will be responsible for 25% of the total participant cost for each participant up to 90%. For example, if the User reserves spots for 10 participants and reduces it to 8 participants, fewer than 15 business days before the booking, the User will be responsible for 25% of the cost of that one participant that brought the booking below 90%. CBFS reserves the right to waive this policy in light of extraordinary circumstances.

IV. Weather Cancellation: Participant safety and experience is the priority at CBFS. CBFS USCG Licensed Captains make the decision if vessels can go out based on current conditions. The decision is not made until the day of the planned excursion. CBFS does not cancel trips based on rain, once a CBFS representative or the User sees lightning or hears thunder participants are not allowed the field and if in the field must find appropriate shelter immediately. Canceling a trip based on wind and sea state takes into consideration many things including: strength, direction, swell and wave period, opposing forces, tidal impacts, prevailing currents, and the location and nature of field work that needs to be conducted. CBFS tracks major weather events and notifies the User in advance if there is a high likelihood of a vessel trip being cancelled, however CBFS's ultimate goal is to get groups safely into the field. Unless there is a major weather event with a high probability of having large impacts in the program area CBFS will likely not cancel until the day of the trip. As this is the nature of working on the water and in the field CBFS encourages the User to plan alternatives that will still allow participants to meet objectives. If CBFS cancels a field excursion due to weather the User will not be charged CBFS fees.

V. Liability and Indemnification: The User agrees that neither CBFS nor any organization affiliated with CBFS, nor any of CBFS's officials, officers, agents, or employees, are responsible for the loss or damage to the Users' personal property by fire, theft, vandalism, or other hazard. Further, to the extent not prohibited by federal or state law, the User agrees to indemnify, defend and hold harmless CBFS and its officials, officers, agents and employees from all liability and/or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injury or due to instances of or damage to personal property, arising from or related to the use of the facilities provided in this agreement, or attendant to or related to such use. The User's obligations under this provision shall apply regardless of whether it is alleged or true that the liability is due to neglect of duty by CBFS, or even if it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the officers, agents and employees of CBFS.

VI. Limitation of Liability: In providing the User with services or the use of facilities, CBFS is not accepting any responsibility for their utilization or for any decisions of the User which may be made in connection with them. The User agrees that the liability of CBFS under this agreement for damages, regardless of the form of action, shall not exceed the total amount to be paid by the User under this agreement. In no event will CBFS be responsible for any consequential damages incurred by the User with respect to this agreement, or any matter pertaining thereto, even if CBFS has been advised of the possibility of such damages. CBFS accepts no responsibility whatsoever for any property brought onto CBFS premises, and CBFS is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by the User in connection with the performance of this agreement. Nothing in this agreement shall be construed to limit the sovereign immunity of CBFS.

VII. Ejectment: CBFS reserves the right to eject any objectionable person or persons from CBFS premises at all times, including periods when services or facilities are being provided to the User pursuant to this agreement.

Field Trip Agreement Form

Payment

Payer

Single Payer (Preferred)

Multiple Payers

Method

Pay in Person

Bill to Address

Billing Address

By signing below the User, identified as the trip leader, accepts responsibility for all participants, and any fees incurred at the Chincoteague Bay Field Station.

X

User Signature

Date