WAIVER OF LIABILITY/INDEMNIFICATION

I am aware that my scientific or research project entitled ________________________________, in the Republic of Panama, under the sponsorship of the SMITHSONIAN TROPICAL RESEARCH INSTITUTE (STRI) or the INSTITUTO SMITHSONIAN DE INVESTIGACIONES TROPICALES (in Spanish) is based on “on the field” activities, activities which, inherently, involve exposure to various risks including, but not limited to, proximity to wild animals, possible snakebites and insect bites, as well as the use of vehicles, airplanes and boats.

I also understand that some of the places where these “on the field” activities are to take place are located in remote areas of Panama that are difficult to reach, with limited resources to respond to medical emergencies of any kind or to evacuate or rescue individuals, if necessary.

I acknowledge that even though STRI will provide me whenever possible with transportation on vehicles and boats of its own, STRI will arrange for transportation by local providers when necessary. In those instances, STRI will use its experience and knowledge of the local market to contact the best local providers available but at the end will have no control whatsoever over the quality of the transportation service itself and/or over the compliance, by the service provider, of generally accepted business practices and/or safety measures, which are frequently omitted in under developed countries such as Panama, especially in remote areas.

I realize, and hereby so declare, that I am voluntarily assuming all such risks and am responsible for and required to obtain my own insurance policies as protection against any loss or damage associated with such risks.

In consideration for the sponsorship of my scientific or research project by the SMITHSONIAN TROPICAL RESEARCH INSTITUTE (STRI) or the INSTITUTO SMITHSONIAN DE INVESTIGACIONES TROPICALES (in Spanish), I hereby release the Smithsonian Institution or the Institución Smithsonian (in Spanish), the Smithsonian Tropical Research Institute or the Instituto Smithsonian de Investigaciones Tropicales (in Spanish) and all personnel from both organizations involved or not with my scientific or research project and/or my stay in the Republic of Panama, including but not limited to Directors, Officers, employees, agents or representatives and their successors and assignees, from all liability and expense, whether direct or indirect, related to the loss or damage of my personal property or related to my personal injury, sickness or death resulting from my visit and/or stay in the Republic of Panama.

I also agree to indemnify, defend and hold the SMITHSONIAN TROPICAL RESEARCH INSTITUTE (STRI) or the INSTITUTO SMITHSONIAN DE INVESTIGACIONES TROPICALES (in Spanish), the Smithsonian Institution or the Institución Smithsonian (in Spanish), its officers, directors, employees and agents, involved or not with my scientific or research project and/or my stay in the Republic of Panama harmless against all claims, demands, suits, judgments, and expenses, including reasonable out-of-pocket attorney’s fees arising out of or based upon any claims, damages or suit brought against them by any third party, arising out of or related to my visit and/or stay in the Republic of Panama.

In the event of a dispute, arising out of, or relating to my visit to the Republic of Panama under the sponsorship of the SMITHSONIAN TROPICAL RESEARCH INSTITUTE (STRI) or the INSTITUTO SMITHSONIAN DE INVESTIGACIONES TROPICALES (in Spanish), a good faith effort shall be made, to try to settle it amicably. In the event an amicable settlement cannot be reached, the federal courts in the District of Columbia, U.S.A., shall be the exclusive forum for any legal action arising from or incident to this document or to my visit to the Republic of Panama under the sponsorship of the SMITHSONIAN TROPICAL RESEARCH INSTITUTE (STRI) or the INSTITUTO SMITHSONIAN DE INVESTIGACIONES TROPICALES (in Spanish).

This document shall be governed by and construed in accordance with federal law and the laws of the District of Columbia, U.S.A., regardless of place of execution or performance.

Name____________________________________

Signature_________________________________ Date______________________________