

Expedition Agreement

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 the location (the "Study"), as described in the Program Description, attached as Exhibit A.
- 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 Black Bay, Alaska (the "Location"), approximate latitude 57.70, longitude -136.13. 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 Sita, Alaska (the "Start Port") on June 1, 2024 (the "Start Date"), travel to the Location, and return to Sitka, Alaska (the "End Port") on June 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 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 their portion of the Study, as directed by the Faculty.

3) Cost & Payments.

- a) The total cost of the Expedition for all six students is \$29,500. The students collectively will pay half (\$14,750) and \$2,458 individually (the "Fee"). AE will attempt to raise the balance of the total cost from donors, or it will cover the balance itself.
- b) Parent will pay 50% of the Fee (\$1,229) 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 check or credit card to Alaska Endeavour.
- 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 the 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 is 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 B) before boarding. AE will deny boarding without refund to any individual who has not signed a *Release & 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

Program Description

Definition and Purpose

The purpose of your upcoming 12-day expedition to Alaska on the research vessel *Endeavour* is to conduct a benchmark study.

A benchmark study is a census of a certain piece of wilderness – the study site – at a certain moment in time. As researchers, you and your teammates will observe the animals, birds, fish, plants, insects, and geology at the site and record your observations in a scientific paper, which we (Alaska Endeavour) will publish and make available to researchers worldwide.

A benchmark study is relatively simple – it's mostly just being observant and accurate – but it is real, valuable science.

- It gives other contemporary researchers data on the site.
- It gives future researchers a starting point (a benchmark) against which to measure change over time and the impacts of logging, fishing, mining, pollution, and global warming.
- It gives conservation advocates a way to decide what parts of the wilderness most need protection: people have to know about a location before they will protect it.

We also think this study is going to teach you observational skills that will change the way you look at the world and give you an appreciation of the wilderness and nature that will last the rest of your life.

And the author credit on a research paper will look good on your college application.

Methodology

There will be six of you students on the expedition, plus a faculty member (and the ship's captain and a crewperson).

Between you, you will each choose an aspect of natural history to focus on:

- Marine and Riparian Mammals
- Land Mammals and Bats
- Fish and Marine Invertebrates
- Birds and Terrestrial Invertebrates
- Geology and Paleontology
- Botany and Mycology

For the research paper, you'll each write a short chapter describing your observations. More on the paper later.

Study Site Characteristics

We and your faculty member have chosen the study site with input from our science and conservation advisors.

Any study site needs to be a well-defined wilderness location – an island, a lagoon, a glacier, a watershed, a river mouth – and be of interest to the science and conservation community. In other words, we want the site to be interesting and important.

A study site also needs to have a good anchorage, not require long open-water passages, and be within two or three days of a commercial airport. In other words, the site has to be safe and not too uncomfortable to get to.

In some cases, we'll need to get permits from the federal, state, or tribal authorities to visit the site or conduct the study. We (Alaska Endeavour) will secure those ahead of time.

Basic Research Gear We Provide

We will provide you with your basic research gear. This includes:

- a pair of binoculars (you are welcome to bring your own)
- a waterproof field notebook and pen
- a tape measure
- bear spray

We will also provide you or your teammate:

- a GPS receiver (which also tells time and temperature)
- a two-way radio
- a map and satellite imagery.

Research Gear You Need to Bring

- Polarized sunglasses
- A day pack and water bottle
- A field guide and checklist for your slice of natural history
- A camera (a smartphone is fine).

Before the Expedition

Sometime before the expedition, you and your fellow researchers will meet with your faculty member to decide which of you takes which aspect of natural history for the study – the six topics described above – and then, with the help of the faculty member, you will each develop your study plan based on what you expect to find at the site.

A study plan is a description of how you are going to conduct your portion of the census. It could be as simple as just walking through the forest on a transect (a defined course) with binoculars, a checklist, a GPS receiver, and a notebook, making observations and writing them down, or it could involve photography and sketching, or technology, including drones, robotics, trail cameras, telephoto cameras, and so on. It's important, though, that you don't let technology interfere with basic observation.

One thing to keep in mind is that you are collecting data in a survey and it's not incumbent on you to interpret it. Your job is to observe and accurately record. Do that, and there are no wrong answers.

On the Expedition

At the study site, you will work with a partner as you execute on your study plans.

Every evening, after the fieldwork and back on board the *Endeavour*, you'll give everyone else a brief summary of your day's findings and discuss plans for the next day.

While on board, you'll also be doing boat tasks with your partner, three days each of deck duty, watch duty, and galley duty.

On the last day of the expedition, on the way back to port, you and all of the other researchers will upload copies of your photographs and videos to your directory, to be used in the paper and on the website later.

After the Expedition

After the expedition, back home or at school, you'll write a section of the paper describing your observations and presenting your data.

There is no minimum length for the paper, but you will need to write a short narrative and include any tables, graphs, or photographs you think best show your data. If you keep good notes in the field, the writing should be painless. Your faculty member will help you.

In addition to your own section, you may be asked to write other portions of the paper that describe the site, and the overall study, or give the summary.

We (Alaska Endeavour) will do a final edit of the paper, then publish it to our blog subscribers and on Research Gate (a repository for research papers) and elsewhere.

Welcome aboard!

Schedule B

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 June 1, 2024, through June 12, 2024, under the auspices of BASIS Independent Silicon Valley 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: