

VK9WA DXpedition Team Member Agreement, Liability Release, and Medical Form

Current version date: July 1, 2015

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This guide is being made publicly available to provide insight and assistance to other DXpedition planners and team members. Feel free to use as you see fit. Feedback is welcome. -Jared (N7SMI)

Team Member Agreement

Participants in the 2015 VK9WA Willis Island DXpedition are required to read and sign this Agreement which documents the Terms and Conditions agreed to between participating parties of the Willis Island 2015 DXpedition, including all team members and N7 Expeditions, LLC.

Overview

A team of up to 8 members will operate amateur radio DXpedition station VK9WA from DXCC entity Willis Island. The operation is scheduled for November, 2015. Operations are planned for Middle Island (aka, Mid Islet, etc.), which is just North of South/Willis Island, Coral Sea, Australia.

Team Leadership

Team leaders are Rob (N7QT) and Jared (N7SMI).

Operating Guidelines

Operating guidelines and expectations are covered in the separate VK9WA Operation Guide. Team members will review these guidelines and make reasonable efforts to follow them.

Finances

Administration

Team leaders will manage all budgeting and finance decisions, and must approve all operation expenses. Finances and legal considerations are administered via N7 Expeditions, LLC, a registered limited liability company in the State of Utah; registration number 9426126-0160. This LLC is not a tax-exempt organization (donations are not tax exempt). A summary of operation finances will be made fully available to any team member upon request. Care will be taken to minimize DXpedition expenses.

Budget

Preliminary budget: **\$62000(USD)** based on 8 team members. This budget includes approximately \$43700USD for charter vessel transport to/from the island and related expenses (on-board meals, accommodations, use of crew). Additional expenses include (but are not limited to) fuel, on-island meals/snacks/water, and approved DXpedition equipment

and expenses (generators, tents, tables, chairs, camping equipment and supplies, tools, baggage overage fees, etc.).

This budget does not include required team member items as outlined below.

Team Member Payments

VK9WA team members are required to cover all DXpedition expenses, to be partially offset by donations and sponsorships upon successful completion of the DXpedition.

Team members will pay their portion as follows:

1. Initial payment of \$2000 due immediately upon joining the team will secure DXpedition team membership. This initial payment will primarily be used to pay the non-refundable vessel down payment.
2. Final payment (estimated to be \$4000) due October 1, 2015. This amount may be more or less depending on number of team members, estimated expenses, and cash sponsorships/donations received by that date.

Payments are to be made to "N7 Expeditions, LLC" in US Dollars via check, money order, or (if outside USA) wire transfer.

Dropout

Any person who chooses, is required, or is asked by team leaders to leave the team before September 1, 2015 will be reimbursed all payment amounts. After September 1st, all payments are to be considered non-refundable, but obligations may be transferred to a new team member *upon approval of team leaders*. A TEAM MEMBER DROPPING OUT FOR ANY REASON IS RESPONSIBLE FOR FINDING A SUITABLE REPLACEMENT TEAM MEMBER.

Efforts will be made to have at least one backup team member available in case of last minute cancellation, but transfer of these financial obligations will be at the discretion of the potential team member and the team leaders. The transfer of payment obligations between any dropout and replacement team members will be managed by those team members, not by team leaders or N7 Expeditions, LLC.

Donations/Sponsorships, Cancellation, and Team Member Reimbursements

Sponsorships will be requested from major DX clubs, groups, and foundations. Support from individuals is also being requested.

Cash donations and sponsorship funds received up until December 31, 2015 will be used to help offset approved DXpedition expenses. Donation/sponsorship funds received before departure will primarily remain unspent and held in accounts until immediately before the operation.

If the DXpedition is cancelled (due to vessel cancellation, weather, act of God, etc.), all donations and sponsorship funds will be refunded to donors/sponsors (less PayPal, etc. fees) and any funds paid by team members will be returned in the amount an individual paid less any unrecoverable expenses, prorated over the group members.

Shortly after the conclusion of the operation, any non-expensed or obligated surplus funds will be equitably reimbursed to team members. VK9WA accounting will be closed out with a zero balance on December 31, 2015. A second reimbursement will be made shortly after December 31, 2015 based on donations, sponsorship funds, and equipment resell funds received to that date.

QSL Funding Policy

It is anticipated that between 10,000 and 20,000 QSL cards will be requested. N7SMI will manage QSL activities. Funding for QSL expenses will primarily be via a \$4 Club Log OQRS fee. Any OQRS donations (in excess of the \$4 fee) or other donations (via PayPal or direct mail in excess of postage/QSL costs) received before December 31, 2015 will be treated as shared reimbursable donation amounts as documented above. Donations and OQRS fees received after December 31, 2015 will go toward ongoing (for many years to come) direct and bureau QSL expenses.

Team Member Requirements

All team members will pay for the following:

- Their own travel expenses to/from the port of departure - Cairns, Australia.
 - The vessel will depart at the appointed time. It is recommended that you plan to arrive at least a day or two early. Failure to arrive, regardless of fault or airline difficulties, will provide no recourse of financial obligation.
- Their own accommodations, meals, transportation, and other expenses before vessel departure and after vessel return.
 - Excluding team meal the evening before departure and the evening of return to port (to be paid from DXpedition funds).
 - Excluding approved transportation expenses (i.e., team transportation to/from the vessel).
- Evacuation insurance (*required of all team members*), health insurance (*required of all team members*), and supplemental health/travel insurance (*strongly recommended*). A copy of your evacuation insurance policy page and contact information must be included in the medical questionnaire.
 - Evacuation insurance *must* cover off-shore, high risk activities and *must* cover pre-existing conditions. We recommend <http://www.diversalertnetwork.org/insurance/dive/> or <http://www.individualhealth.com/international/geoblue/voyager.htm>
- All other personal expenses.

Travel insurance is strongly recommended. Any travel change or cancellation fees, etc. due to unforeseen date changes or DXpedition cancellation are to be paid by team members.

Certain expenses incurred by team members will be considered project expenses. For example, an advance team must be on the ground a few days before the boat is loaded. This small team may be reimbursed for up to 2 days/nights of incremental hotel costs, meals and transportation costs from project funds. Team members should book airfare that allows maximum baggage allowances (at least 2 X 50 pound bags). Baggage overage fees required to transport equipment may be approved as DXpedition expenses.

Team leaders reserve the right to shorten the number of operating days based on weather or other unexpected event(s) that may impact safety, travel conditions, or health. The vessel captain is also given full authority regarding team member safety and DXpedition operations.

Team members will provide reasonable personal equipment for the operation (transceivers, antennas, filters, headsets, etc.) with no expectation of remuneration for usage, damage, loss, etc. Team members may, at their own expense, purchase equipment insurance (via ARRL, etc.). During the DXpedition, all equipment will be considered team equipment (i.e., no personally claimed radios or antennas, etc.)

Publicity

Team leaders will primarily handle pre- and post-operation communications and publicity. We invite all team members to help in publicizing the operation and in helping to secure sponsorships and donations. Any formal communications (press releases, sponsorship requests/inquiries, presentation, operation plan announcements, etc.) from team members should be reviewed by team leaders. DXpedition financial information should not be shared publicly.

Team leaders will provide official write-ups on the DXpedition to team members and sponsors afterward. Team members are welcome to make DXpedition presentations and author summary articles. All formal publications and presentations **MUST** include a listing of sponsors. Respect should be given to all team members. ***What happens on the island stays on the island.***

Medical Questionnaire

Each team member **must** complete a medical questionnaire (below) and return same at least one month before departure. You must list any threatening medical conditions you may have and the medications required to control / treat the condition.

Force Majeure

DXpedition participants and organizers agree that neither shall be liable for any failure to perform his or her obligations under this Agreement where such non-performance arises from unanticipated catastrophic circumstances beyond his or her reasonable control including, but not limited to, acts of God, war, riot or civil commotion, fire, flood, terrorism, drought or act of government provided, that the parties seeking to be excused shall make every reasonable effort to minimize the difficulties resulting from such a Force Majeure circumstances.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the VK9WA Willis Island 2015 DXpedition (herein "Expedition") by participating in any way, the undersigned for himself/herself, his/her personal representative, his/her heirs, his/her assigns and his/her next of kin:

1. **HEREBY ACKNOWLEDGES AND AGREES** that the activities of the Expedition could be dangerous and could involve risk of injury or death and/or property damage. It is understood herein that Team Members shall be defined as all participants of the Expedition, which includes all Team Members that will participate in the 2015 Expedition to Willis Islets.
2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoters, sanctioning, or administrative organizations or any affiliated thereof, sponsors, advertiser, all Expedition Team Members whether individually or any combination of Expedition Team Members or any party involved in the organization of the Expedition, including, but not limited to Robert Fanfant (Co-Team Leader), Jared Smith (Co-Team Leader), N7 Expeditions LLC, or individually or any combination of Expedition Team Members of the Expedition from all liability to the undersigned below, his or her personal representatives, his or her heirs, his or her assigns and his/her next of kin for any loss or damage of any kind whatsoever, and any claims or demands therefore on account of any liability of the undersigned, and any injury to the person or property or resulting in death of the undersigned, arising out of or related to the Expedition, whether caused by the negligence of the members or any other combination of Team members of the Expedition.
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Co-Team Leaders, Expedition Team Members (individually or any combination of Expedition Team Members of the Expedition) from any loss, liability, obligation, damage, costs, or expense (including attorney fees) which may arise as a result of the bodily injury, death, or property damage of the undersigned, or that caused the undersigned of Expedition Team Members individually or any combination of Expedition Team Members of the Expedition.
4. **HEREBY ASSUMES** full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Expedition whether caused by the negligence of the Co-Team Leaders, Expedition Team Members, or any other combination of Team Members or otherwise, including but not limited to any rescue operations by the Co-Team Leaders, Expedition Team Members, or any other combination of Team Members of the Expedition or otherwise.
5. **HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by Co-Team Leaders, Expedition Team Members, or any other combination of Team Members and is intended to be a broad and inclusive as permitted by the laws of the United States of America or any jurisdiction in which the Expedition is conducted, and if any portion is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. **HEREBY REPRESENTS AND WARRANTS TO THE RELEASEES** that to the extent that the undersigned is participating in the Expedition the undersigned is not legally, medically or has any status or condition or reason that would prohibit from such participation in the Expedition.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IN FULL, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW.

Signature

I have read, I understand, and I agree with the contents of this document (VK9WA DXpedition Team Member Agreement, Liability Release, and Medical Form).

Print Your Name

Signature

Date

Please sign, date, and return this document to Jared (N7SMI). Scanned or digitally signed and e-mailed versions of this Signature page, and electronic versions of the Medical form (below), are acceptable.

VK9WA MEDICAL AND INSURANCE QUESTIONNAIRE

The Willis Islets are remote Coral Sea atolls that are not served by scheduled transportation. There are no medical facilities on, or anywhere near, the islands. This DXpedition may require intensive physical activity, little sleep, long hours in the sun, heat, and humidity, heavy lifting, uncomfortable beds, sea sickness, interaction with biting insects, intense on-air pileups, etc.

We require each team member to have Emergency Evacuation Insurance before embarking on the DXpedition, *no exceptions*. The cost of this insurance is the responsibility of each team member.

We strongly recommend scheduling a medical and dental checkup far in advance of your departure.

The purpose of this document is to collect relevant information regarding:

- Emergency contacts
- Any pre-existing medical condition(s), the medication(s) used to treat the condition(s), and the location of medication(s) during the DXpedition. *It is not in anyone's best interest to withhold this information.*
- The details of your Evacuation Insurance Policy

We understand the sensitivity of this information; appropriate controls are implemented to protect your privacy. This information will be held only by team leaders and by a designated off-island representative. At the completion of the DXpedition this information will be destroyed.

Each person travelling to Willis Islets is required to complete this form and return it at least one month before departure.

Personal Information

Full Name:

Date of Birth:

Home Address:

Home telephone number (including country code):

E-mail address:

Emergency Contact Information

Emergency contact name:

Relationship of emergency contact to team member:

Emergency contact phone number (including country code):

Emergency contact e-mail address:

Emergency contact physical address:

Evacuation Insurance Details

Emergency evacuation insurance company name:

Emergency evacuation insurance company telephone number:

A copy of your evacuation insurance policy/notice must be attached to this document or e-mailed separately. Evacuation insurance must cover off-shore, high risk activities and must cover pre-existing conditions.

Medical Information

Known medical conditions:

Recent hospitalizations / Reason:

Allergies:

Medical allergies:

Food allergies:

Dietary restrictions/preferences:

Vaccination (tetanus, etc.) up-to-date?:

Medications (list name of medication, dosage, and frequency of dosage):

Location of medications during the DXpedition:

Bring an adequate supply of all medications in your carry-on luggage. Because the team will be alternating time on the island and on the vessel, separate bags for medication (one on the island and one on the vessel) is advised. Have adequate medication for several days in each location in case of emergency.