



**Arctic Research Support and Logistics Agreement, Release of Liability, and Indemnity**  
**For**  
**Operation and Traveling in a Battelle Supplied Vehicle and Research Conduct (Agreement)**

In consideration of Battelle Memorial Institute (Battelle) allowing me to operate and/or travel in a Battelle supplied vehicle, I agree as follows:

- I acknowledge and understand that operating and traveling in a vehicle contains certain inherent risks, including risks of operating and traveling: (i) on an unsafe road; (ii) in unsafe conditions; (iii) in remote or rural areas; (iv) in an unsafe vehicle, all of which may result in personal property loss, personal injury, and death.
- I further acknowledge and understand that the conduct of my research program also contains certain inherent risks, including the risks identified in the preceding paragraph, as well as risks associated with working in nature, including contact with wildlife and extreme weather conditions.
- The information provided herein about risks is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and Battelle nor its subcontractors can assure my safety or eliminate any of these risks. **I ACKNOWLEDGE THAT I AM VOLUNTARILY CHOOSING TO OPERATE AND/OR TRAVEL IN A BATTELLE SUPPLIED VEHICLE AND CONDUCT MY RESEARCH PROGRAM WITH KNOWLEDGE OF THE RISKS.**
- I acknowledge that Battelle and/or its subcontractors provide the vehicle(s) and information related to conducting research “AS IS” and they provide no warranties, assurances, representations, or guarantees regarding such vehicle(s) and information.
- Therefore, **I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT AND OTHER RISKS (BOTH KNOWN AND UNKNOWN) OF OPERATION AND/OR TRAVEL IN A BATTELLE SUPPLIED VEHICLE, THE CONDUCT OF MY RESEARCH PROGRAM**, and for any injury, damage, death or loss I may suffer resulting from those risks, including the risk of my own negligence or other misconduct.
- I, either personally or through my employer or university, are covered under an automobile insurance policy that covers the operation by me of a vehicle supplied by Battelle. Such insurance shall be primary and non-contributing over any and all insurance that may be maintained by Battelle. I and such insurer(s) shall waive all rights of subrogation against Battelle, its officers, directors, agents, trustees, and employees.

**SIGN ON NEXT PAGE**

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY AGREEMENT CONTAINS A  
RELEASE AND WAIVER OF CERTAIN LEGAL RIGHTS.**

Having read the foregoing, I agree as follows:

- **TO RELEASE AND AGREE NOT TO SUE** Battelle, its subcontractors and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasees"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "Claim" or "Claims") for any injury, damage, death, property damage or any other loss in any way connected with my operation and travel in a Battelle supplied vehicle and the conduct of my research program, including, but not limited to, any such Claims which allege negligent acts or omissions of the Releasees. I understand and agree to waive all Claims I may have against the Releasees, bind my estate and any family member/heir/other party bringing Claims, and agree that neither I, nor anyone acting on my behalf, will make a Claim against Releasees, as a result of any injury, damage, death, property damage or any other loss suffered by me.
- **TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Releasees with respect to any and all Claims brought by or on behalf of me, my heirs or estate, or any other person for any injury, damage, death or other loss to the extent caused by my operation and travel in a Battelle supplied vehicle and the conduct of my research program.
- **TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** Releasees with respect to any damage to or loss of a Battelle supplied vehicle caused by my operation and/or travel in such vehicle.
- This Agreement includes Claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim. Additionally, this indemnity will include the costs and expenses including reasonable attorneys' fees in defending any such actions or lawsuits, and reimbursement for any judgment or damages rendered against Releasees, and the costs and expenses including reasonable attorneys' fees in enforcing this Agreement.
- This Agreement is intended to be interpreted and enforced according to the laws of the State of Ohio, without regard to its principles of conflicts of law.
- If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

**I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS AGREEMENT** and acknowledge that it shall be effective and legally binding upon me and my heirs, executors, representatives, subrogors, and estate.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_