

ACKNOWLEDGEMENT AND RELEASE

THE UNDERSIGNED (referred to hereafter as the "Expedition Member" or the "Member") acknowledges the following facts:

1. The Royal Astronomical Society (hereinafter referred to as the "RASC") is a non-profit corporation without share capital that consists of volunteer amateur and professional astronomers and that is devoted to the advancement of astronomy and allied sciences.

2. The RASC has volunteered to organize, for the benefit of its members and of members of the general public, an expedition (the "Expedition") to observe the total eclipse of the sun (the "Eclipse") on 11 July 1991.

3. The Eclipse can be seen only within a narrow geographic path that crosses portions of the Hawaiian Islands, the Pacific Ocean, the Baja California peninsula, mainland Mexico, Latin America and South America.

4. The RASC has decided that the Expedition will attempt to observe the Eclipse from an observing site within the Mexican state of Baja California Sur.

5. The RASC has no ultimate control over numerous logistical aspects and requirements of the Expedition, including

(a) the availability of chartered air transportation from Toronto, Ontario, Canada to Baja California,

(b) permission from the applicable officials of Mexico,

(i) to land the Expedition's chartered aircraft in Mexico,

(ii) for Expedition Members to enter Mexico,

(iii) for Expedition Members to be permitted to bring into Mexico any personal effects and equipment, including telescopes and cameras,

(iv) to travel within Mexico to a suitable observing site, and

(v) generally, to observe the Eclipse from within Mexico,

(c) the availability of overnight accommodation within Mexico, and

(d) the cost in 1991 of any of the services required by the Expedition, including chartered air transportation, hotel accommodation, ground transportation and meals.

6. As a result of the foregoing and other factors, it is possible that it may be either desirable or necessary for the RASC either (a) to modify, from time to time, the itinerary and plans for the Expedition, or (b) to cancel the Expedition in its entirety.

7. By reason of future changes in the type or availability of air transportation, hotel accommodation or ground transportation, or a reduction in the number of places available on the Expedition, or for some other reason, it may be impossible for the Expedition Member to participate in the Expedition or to observe the Eclipse.

8. Observation of the sun, either during an Eclipse of the sun or otherwise, is an extremely dangerous activity that, if not carried out properly and with appropriate safety measures, can result in severe eye damage or even blindness. In spite of that danger, the Expedition Member wishes to participate in the Expedition and to observe the Eclipse.

9. The Expedition Member has not relied, and in future will not rely, in any way that might impose any legal liability, upon any advice, recommendation, suggestion or direction respecting the observing of the

Eclipse that may be given or made by the RASC, by any of its members, or by any other member of the Expedition.

10. Because of all of the foregoing, it is appropriate and fair that the Expedition Member release generally and absolutely the RASC and all of its members from any legal liability with respect to the Expedition.

THE EXPEDITION MEMBER therefore hereby remises, releases, and forever discharges the RASC all of its constituent Centres, the members of the RASC's Solar Eclipse Committee and all of the RASC's members, officers, councillors, employees, agents, successors and assigns (hereinafter collectively referred to as the "Releasees") from all actions, causes of action, claims, liabilities, obligations, covenants and debts of every nature and kind that may now or in future exist or arise in connection with or arising out of the Expedition, including

- (a) in connection with or arising out of the Releasees' efforts to organize the Expedition and bring it to a successful conclusion,
- (b) as a result of the future cancellation, if any, of the Expedition for any reason whatsoever or any future change in the plans or itinerary for the Expedition,
- (c) as a result of any future change in the plans, itinerary, or the number of places for participants on the Expedition, which may make it impossible for the Expedition Member to participate in the Expedition or to observe the Eclipse, and
- (d) as a result of any physical or mental injury to the Expedition Member in connection with or during the period of time of the Expedition, including any impairment of the Member's vision, or any blindness or any physical injury to the Member's eyes.

THE EXPEDITION MEMBER hereby acknowledges that he or she (a) has read and fully understands all of this Acknowledgement and Release, (b) signs it freely, voluntarily and without duress, and (c) either has obtained or hereby waives independent legal advice with respect to this Acknowledgment and Release.

SIGNED under seal on the date here below written.

Date: _____

Signature

Name (please print)

Note: If Expedition Member is under the age of majority in the Province or State of residence, then this Acknowledgment and Release must also be signed under seal and dated by his or her parent or legal guardian below.

Age of Expedition Member

Signature of Parent or Legal Guardian

Name (please print)

Relationship to Expedition Member