

Quahog Bay Conservation

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

I intend to participate in one or more events, excursions, services and activities (collectively "Events") offered by Quahog Bay Conservation ("QBC") and I knowingly and voluntarily enter into this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement with QBC ("Agreement").

- 1. Release and Waiver of Liability:** On behalf of myself, my heirs, executors, administrators, assigns, and personal representatives, I release and forever discharge QBC, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (each a "Releasee" and collectively the "Releasees") from and against any and all liabilities, claims, losses, costs or expenses, and I affirmatively waive and promise not to sue on any such claim, arising directly or indirectly from or attributable in any way to any action or omission, including negligence, of any Releasee related to my participation in any capacity in any such Event, including traveling to and from any Event, or to any use of my likeness as authorized under paragraph 6.
- 2. Assumption of Risk:** I am voluntarily participating in an Event and I acknowledge and agree that my participation is entirely at my own risk. I certify that I am in good mental and physical condition and able to participate in the Event. I am aware of the risks associated with participation in an Event as well as traveling to and from the Event, which may include, but are not limited to, property damage, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I further acknowledge that these inherent risks cannot be eliminated even in the exercise of due care. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Event location(s). Nonetheless, I assume all risks, both known or unknown to me, of and related to my participation in any Event, including travel to, from, and during the Event.
- 3. Medical Treatment:** In the event that I require medical care or treatment, I agree that I am financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. Should I suffer a serious or life-threatening injury for which emergency medical treatment may be necessary, I authorize qualified medical personnel to initiate any medical treatment or care deemed necessary by such personnel. In the event of such an injury to my minor child, QBC will use all reasonable efforts to notify me (or the emergency contact listed for my child), where practical, prior to initiating medical treatment for any such injury. Should timely notification not be possible, QBC will contact appropriate medical personnel to initiate necessary medical treatment, and I hereby authorize any such medical personnel to provide such medical treatment.

I authorize QBC to coordinate medical treatment for any other type of injury in consultation with appropriate medical personnel. I understand and agree that I am responsible for all expenses incurred to treat such injuries including, without limitation, physician, hospital, lab, drug and device expenses. The following policies or coverage are available to cover the cost of medical care to treat any injury incurred.

Medical Insurance Group Name/Number _____

Physician _____ Phone _____

Dentist _____ Phone _____

Insurance Information _____

Date of Birth _____

Emergency contacts: Name, phone number and relationship

1. _____

2. _____

3. _____

4. **Indemnification:** I, for myself, my heirs, executors, administrators, assigns, and personal representatives, agree to indemnify and hold harmless the Releasees from and against all and any claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise, including attorney's fees and any related costs, in the event that any claim which is subject to this Agreement is asserted against any Releasee. If QBC incurs any of these types of expenses, I agree to reimburse QBC.
5. **Severability of Agreement:** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maine and that if any provision of this Agreement is determined to be invalid, the remaining provisions shall, notwithstanding, continue in full legal force and effect.
6. **Use of Likeness:** I authorize any Releasee to use and reproduce any photographs or other likenesses of me for any purpose in any media without any compensation, notification or permission, in perpetuity.

I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AFFIRM THAT I AM OF LEGAL AGE, OR I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR IDENTIFIED BELOW, THAT I AM FREELY SIGNING THIS AGREEMENT, AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF AND INDEMNIFICATION AGAINST ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Participant or Parent/Legal Guardian

Date

Printed Name

Name of Minor if applicable