



# PARTICIPANT AGREEMENT INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

**This Agreement affects legal rights!** Please read carefully before signing. For the services of Southern Maine Sea Kayaking Network (SMSKN), I (meaning me or my minor child, as applicable) agree as follows:

**1. ACTIVITY AND RISKS:** This SKMSN sea kayaking or related activity (“Activity”) is run by volunteers, who are not required to be trained, pre-qualified, tested, or rated, and receive no compensation. Risks include but are not limited to terrain that may cause slips, falls, or other accidents getting to, in, or out of a kayak/watercraft; environmental, such as inclement weather, sun exposure, and water conditions that can change rapidly and unpredictably due to currents, vessels, weather, or other factors; sea and land animals, including ticks, which can transmit disease; falling objects; equipment, including any SMSKN provides, that may malfunction or fail; immersion or submersion, which can cause drowning; impact with submerged or exposed objects; collision with any craft, person, equipment, or vehicle; traveling to or from the Activity; volunteers’, leaders’, or participants’ acts, omissions, instructions, and decisions, including one’s own, that involve poor judgment, fatigue, or other condition; remote places, far from communication and medical care; personal injury, such as to the head, neck, or back; soft tissue injuries; infections; musculoskeletal injuries; burns; dehydration; heat- or cold-related injuries; disability; equipment or property loss; death; and other unknown or unanticipated risks.

**2. ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS:** I freely acknowledge and assume all risks, inherent or otherwise, inconvenience, harm, injury, loss, disability, or death that may occur to person (including me) or property (including mine), arising directly or indirectly from, or related in any way to, at any time, my enrolling in, participating in, volunteering for, or being present for this Activity, including free time and travel to/from the Activity. I am at all times fully and solely responsible for my own safety and well-being before, after, and during the Activity.

**3. LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT:** I agree to release, indemnify, hold harmless, and defend SMSKN, its owners, directors, employees, volunteers, contractors, and all persons or entities affiliated with it or acting on its behalf, the land/property owners or managers, and municipal or government providers of use permits, and their respective employees, officers, and directors, individually and collectively, as the context may require (“Released Parties”), from any and all liabilities, claims, causes of action, and demands that arise in any way from, or are in any way related to, at any time, any inconvenience, injury, death, loss, damage, or harm to me, to any other person, or to any property, arising, directly or indirectly, from my enrolling in, participating in, volunteering for, or being present for the Activity. **THIS INCLUDES CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES, OTHERS, OR MYSELF, WRONGFUL DEATH, STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES, BREACH OF CONTRACT, AND ANY OTHER TYPE OF SUIT.** The indemnification and defense include claims brought, at any time, against Released Parties by—or on behalf of—me or others. This Agreement is intended to be enforced to the fullest extent that the law permits only and does not include claims of wanton acts or omissions, grossly negligent acts or omissions, or any other claims not permitted under Maine law.

**4. OTHER PROVISIONS:** I may be photographed, videotaped, or captured in other media. To the fullest extent allowed by law, I waive all rights of publicity or privacy, pre-approval, or compensation that I have for any likeness of me. I grant to SMSKN permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any reasonable purpose. The laws of the State of Maine (not including its choice-of-law or conflict-of-law rules or laws that apply or might apply the laws of another jurisdiction) shall exclusively govern this Agreement and any dispute. I consent to jurisdiction in Maine and agree that any suit, mediation, or arbitration arising from or in any way related to this Agreement shall be filed and occur only in the State of Maine. If I contest the validity of this Agreement and do not prevail, I agree to pay all attorney’s fees and costs of SMSKN in litigation. This Agreement is the entire agreement.

**I HAVE READ AND UNDERSTOOD AND VOLUNTARILY AGREE TO THIS ENTIRE AGREEMENT AND IT SHALL BIND MY HEIR(S), ESTATE(S), EXECUTOR(S), REPRESENTATIVE(S), SUBROGEE(S), ADMINISTRATOR(S), AND/OR GUARDIAN(S).**

**PARTICIPANT SIGNATURES**

**PARTICIPANT NAMES**

**DATE**

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