



PARTICIPANT AGREEMENT

INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

This Agreement affects legal rights! Please read **BOTH PAGES** carefully before signing.

For the services of Southern Maine Sea Kayaking Network (SMSKN), I (meaning me or my minor child) agree as follows:

- 1. ABOUT SMSKN:** SMSKN is a social nonprofit organization that encourages people to meet, share information and resources about sea kayaking, and take trips. Unless otherwise stated, trips, sessions, events, and any other activities advertised, organized, facilitated, or executed by or through SMSKN (individually or collectively, as the context may require, referred to as an "Activity" or "Activities") are run by volunteers, who are not required to be trained, pre-qualified, tested, or rated, and receive no compensation. Under Maine law (14 M.R.S. § 158-A), directors, officers, and volunteers are immune from civil liability for personal injury, death, and property damage, including monetary loss, resulting from their negligence or from any act or omission that occurs within the course and scope of Activities.
- 2. ACTIVITIES AND RISKS:** Activities may consist of, but are not limited to, sea kayaking and related activities, which may be strenuous, physically, mentally, and emotionally. Risks include, but are not limited to:
 - Personal injury, such as to the head, neck, or back; soft tissue injuries; infections; musculoskeletal injuries; burns; dehydration; heat- or cold-related injuries; drowning; disability; equipment or property loss; and even death.
 - Environmental, such as water conditions that can change rapidly and unpredictably due to currents, watercraft, weather, or other factors; sea and land animals, including ticks, which can transmit disease; falling objects; inclement weather; and sun.
 - Equipment, including any SMSKN provides, that may malfunction or fail.
 - Immersion; impact with submerged or exposed objects; collision with any craft, person, equipment, or vehicle; and traveling to or from an Activity.
 - Terrain that may cause slips, falls, or other accidents getting to, in, or out of a kayak.
 - 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.
 - Other unknown or unanticipated risks.
- 3. 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 an Activity—including free time and travel to/from Activities. SMSKN cannot and does not guarantee safety or eliminate all risks and is not obligated to and may not know how or be able to assist, rescue, or provide medical care to me. If I am injured during an Activity, I give permission for SMSKN or others to administer first aid and seek medical assistance for me. This Agreement shall apply, to the fullest extent allowed by law, to any claim whatsoever because of first aid treatment or service rendered to me, even if caused by the negligence of SMSKN or others. I assume all costs of any medical services provided to me, including any costs associated with evacuation.

SMSKN Activities may involve private contractors or third parties. SMSKN is not responsible for the acts or omissions of such parties. I am solely responsible for equipping myself properly and taking appropriate safety precautions, including wearing safety gear, that may or may not protect me, and developing kayaking skills. I have informed and will inform my Activity leaders, instructors, volunteers, and fellow paddlers of any physical condition or medical history that might increase risk to me or anyone else. I am responsible for any damage I may cause to SMSKN's or other's property and SMSKN is not responsible for loss, theft, or damage to my belongings at any time. My participation in this Activity is completely voluntary. I wish to participate even knowing the risks involved.

I am at all times fully and solely responsible for my own safety and well-being before, after, and during Activities.

4. **LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT:** I agree to release (meaning I agree not to sue), indemnify (meaning I agree to pay or reimburse, including damages, costs, settlements, and attorney’s fees), 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 or 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 an 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.

5. **USE OF YOUR LIKENESS:** During the Activities 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.

6. **SEVERABILITY AND ENTIRE AGREEMENT:** If a court or other appropriate authority finds any part of this agreement to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect. Any invalid provision shall be modified or partially enforced, as the case may be, to the maximum extent permitted by law to carry out the purpose of the Agreement. This Agreement is the entire agreement. I waive any claims I might have for breach of contract or warranty for statements or representations made outside this Agreement.

7. **APPLICABLE LAW; FORUM; ATTORNEY’S FEES:** 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.

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

PARTICIPANT SIGNATURE	DOB	DATE	PRINTED NAME

For my minor child being permitted to participate in the Activity, I agree to this entire Agreement for myself and on behalf of my minor child and that all provisions of this Agreement apply to any claims brought by or on behalf of my minor child and to any claims that result from my minor child’s acts or omissions.

MINOR PARTICIPANT PRINTED NAME		
SIGNATURE (Adult Legal Guardian #1)	DATE	PRINTED NAME
SIGNATURE (Adult Legal Guardian #2) (if any)	DATE	PRINTED NAME