



# PARTICIPANT AGREEMENT

## INCLUDING ACKNOWLEDGMENT & ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE & INDEMNITY

**THIS AGREEMENT AFFECTS LEGAL RIGHTS.** Please read both pages carefully before signing.

**For the services of Southern Maine Sea Kayaking Network** (its directors, officers, members, agents, representatives, volunteers, leaders, instructors, vendors, insurers, and all persons or entities affiliated with it or acting on its behalf, individually and collectively, as the context may require, referred to as "SMSKN"), **I acknowledge, accept, authorize, and agree**—on behalf of myself, my heirs, assigns, personal representatives, and estate—as follows:

### ABOUT SMSKN

SMSKN is a social nonprofit organization that exists for the purpose of allowing people who enjoy sea kayaking to meet and share information and resources about sea kayaking, and to go on trips together. Unless otherwise stated, trips, sessions, events, or any other activities (individually and collectively, as the context may require, referred to as an "Activity" or "Activities") facilitated by SMSKN are run by volunteers, who are not required to be trained, pre-qualified, tested, or rated, and receive no compensation.

Under Maine law (specifically 14 M.R.S. § 158-A), directors, officers, and volunteers are immune from civil liability for personal injury, death, or property damage, including monetary loss, resulting from their negligence or from any act or omission that occurs within the course and scope of SMSKN Activities.

### ACTIVITIES AND RISKS

- Activities advertised, organized, or executed by or through SMSKN may consist of, but are not limited to, sea kayaking and related activities, which may be strenuous, physically, mentally, and emotionally.
- Sea kayaking involves significant risks and hazards, including the risks of personal injury, such as trauma to the head, neck, or back, soft tissue injuries, infections, musculoskeletal injuries, burns, dehydration, and heat- or cold-related injuries; drowning; disability; equipment or property loss; and even death.
- Environmental risks and hazards include, but are not limited to, 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; sun; and human-made objects and structures.
- Equipment, including any SMSKN provides, may malfunction or fail.
- Injuries may occur from immersion; impact with submerged or exposed objects; collision with any craft, person, equipment, or vehicle; and traveling to or from an Activity.
- Terrain getting to, in, or out of a kayak may cause slips, falls, or other accidents.
- Volunteers', leaders', and participants' acts, omissions, instructions, and decisions, including one's own, due to poor judgment, fatigue, or other condition, may cause injury or loss.
- Activities may occur in remote places, far from communication and medical care.
- Many other risks, including unknown or unanticipated risks, exist.

### ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

**I have read and understand the above "ABOUT SMSKN" and "ACTIVITIES AND RISKS," and I fully assume all risks—inherent or otherwise—and all responsibility for any losses, costs, and damages I may incur or cause, arising directly or indirectly from, or related in any way to, my enrolling, participating in, or volunteering or being present for, Activities advertised, organized, or executed by or through SMSKN.**

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 risks 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.*

**AGREEMENTS OF RELEASE AND INDEMNITY**

I forever release, hold harmless, agree not to sue, and indemnify ("indemnify" meaning to defend, and to pay or reimburse, including costs and attorney's fees) SMSKN from any and all claims—including claims of NEGLIGENCE and WRONGFUL DEATH—for any loss, damage, or harm to person or property because of injury, disability, or death, or for any other reason, arising in whole or part, directly or indirectly, at any time, connected to my enrolling, participating, or volunteering on, or being present for, an Activity. The indemnification includes claims brought against SMSKN by or on behalf of me or others.

These Agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law only and include claims of negligence but not claims of gross negligence or intentionally wrongful conduct.

**OTHER PROVISIONS**

SMSKN may use for promotional, educational, and informational needs, any photo or video that may be taken of me during an Activity. I assign to SMSKN all right, title, and interest I may have in any and all media in which SMSKN might use my name or likeness.

The laws (not including the laws that apply or might apply the laws of another jurisdiction) of the State of Maine shall exclusively govern any dispute between SMSKN and me. I consent to jurisdiction in Maine and agree that any suit, mediation, or arbitration shall be filed and occur only in the State of Maine.

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. This document constitutes the entire agreement between SMSKN and me. It cannot be changed in any way by representations or statements of any nature outside this document. I waive any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement.

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By signing below, **I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPT AND AGREE TO THIS ENTIRE PARTICIPANT AGREEMENT**, including all two pages, and that it shall be binding on me, my heirs, estate, executors, representatives, subrogees, and administrators.

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**PARTICIPANT SIGNATURE                      AGE              DATE              PRINTED NAME**