

Acknowledgement and Assumption of Risk, Release, and Indemnity Agreement

This Agreement is between me (also referred to as “I,” “my” or “participant”) and Maine Audubon Society (including its affiliated, unincorporated chapters: Merrymeeting Audubon Chapter, Penobscot Valley Audubon Chapter, Fundy Audubon Chapter, Western Maine Audubon Chapter, and York County Audubon Chapter/Maine Young Birders Club), Mid-Coast Audubon Society, and The Downeast Chapter of Maine Audubon (the foregoing Maine nonprofit entities and chapters are referred to herein collectively as “Audubon”). This Agreement is a condition of my use of and access to Audubon property, facilities, equipment, and personnel, and my participation in any volunteer or other activities in any way related to or sponsored by Audubon, whether located on Audubon property or elsewhere (collectively, the “Activities”). In consideration of the opportunity to participate in the Activities, on behalf of myself, my child(ren), and any child(ren) in my care, I agree as follows.

Acknowledgement and Assumption of Risks. I understand that there are known and unknown risks associated with the Activities, including physical and emotional injury, illness, paralysis, permanent disability, death, and property damage. I acknowledge that the Activities may occur in outdoor and remote environments on land or water, on or off trail, and some of the risks include, but are not limited to: (1) tripping, slipping, or falling; (2) strains, sprains, broken bones, abrasions, cuts, blisters, or sunburn; (3) inclement weather; (4) animal attacks, insect bites, allergic reactions, or other acute illness; (5) equipment, vehicles, or tools that may break, fail, or malfunction; (6) persons involved in the Activities may act carelessly or misjudge my capabilities; (7) traffic or other vehicle accidents; and (8) the unavailability of medical or rescue personnel. Despite the risks, I knowingly elect to participate in the Activities and I agree to assume all risks to me and my property, **including risks caused by Audubon’s negligence or fault.** I agree that Audubon cannot guarantee my safety and has not made any warranty or representation regarding the safety of the Activities. I understand and acknowledge that the persons who lead Audubon Activities are not professional guides or instructors and have no emergency medical services training. I agree that I am responsible for my own safety and medical needs at all times. I have the right to decide not to participate in the Activities at any time. I have considered my particular physical and emotional condition in making the decision to participate in the Activities and I certify that I am capable of safely participating in the Activities. I understand that transportation to and from the Activities is not part of any Audubon-sponsored Activities. I agree that if I carpool, it is an independent activity based on my own initiative and at my own risk.

Release and Indemnity Agreement. I hereby expressly, unconditionally, and forever waive, release, discharge, hold harmless, indemnify, and promise not to sue Audubon and its insurers, directors, officers, trustees, employees, volunteers, trip leaders, co-sponsors, chapters, contractors, agents, successors, and assigns (the “Audubon Parties”) from and for any and all causes of action, liabilities, claims, demands, injuries, losses, damages, costs and expenses of any kind, which arise or may hereafter arise, including but not limited to, any claim for property damage, personal injury or death suffered by me or any other person resulting from or relating to, whether directly or indirectly, my participation in the Activities and **whether caused by the negligence or fault of the Audubon Parties or otherwise. This Agreement is specifically intended to waive and release all claims that I may have against the Audubon Parties for negligence or fault, regardless of legal theory.** I intend for this Agreement to apply also to my child(ren), any child(ren) in my care, and the parents or guardians of such child(ren), as well as all of our insurers, relatives, guardians, personal representatives, heirs, beneficiaries, next of kin, successors, and assigns. Should the Maine Audubon Parties be required to incur attorneys’ fees, costs, or other expenses to enforce this Agreement, I agree to indemnify and hold harmless the Maine Audubon Parties for all such fees, costs, and expenses.

Term. This Agreement is valid forever for all Activities in which I participate, whether on one or multiple occasions, at any time, including those Activities that occur in the future. I specifically intend for this Agreement to apply in perpetuity to my future participation in the Activities, including Activities that occur months and

even years after I have signed this Agreement. **I understand that signing this document disqualifies me and my family from ever recovering damages against the Audubon Parties if I am injured or die or my property is damaged during my participation in the Activities.**

Volunteer/Insurance. I agree that the scope of my relationship with Audubon is that of a participant or volunteer and Audubon will not provide any benefits traditionally associated with employment to me, including, without limitation, compensation or payment of any kind, medical, health or disability benefits, workers compensation insurance, or other insurance or benefit of any nature. I understand that I am responsible for my own insurance coverage in the event of property damage, personal injury or illness as a result of my participation in the Activities.

Medical Treatment. In the event that I am injured or become ill during the Activities, I give permission for Audubon Parties to administer first aid and seek medical assistance on my behalf. **I hereby release the Audubon Parties from any claim whatsoever on account of first aid treatment or other medical assistance rendered to me, even if caused by the negligence of Audubon Parties.**

Photographic Release. By participating in the Activities, I consent to be photographed, filmed and/or otherwise recorded and I agree that all such photographs, video and audio recordings, and any reproductions thereof, are property of Audubon and may be used by Audubon for any purpose (including education, advertising, media and website publications, and social media) without compensation or prior approval.

Agreement Governed by Maine Law. This Agreement is intended to be as broad and inclusive as permitted, and shall be governed by the substantive laws of the State of Maine, exclusive of its conflicts of law rules. If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Acknowledgment. I have been given an opportunity to read and consider this Agreement. **I understand that I have given up substantial rights by signing it, I sign it voluntarily, and I agree to be bound by its terms. I understand that this Agreement applies to me, my child(ren), and any child(ren) in my care, as well as to our insurers, relatives, guardians, personal representatives, heirs, beneficiaries, next of kin, successors, and assigns. All references herein to "me", "my", and "I" shall include my child(ren) and any child(ren) in my care.**

Signature: _____

Date: _____

Print Name: _____

City: _____ State: _____

Children's Names: _____

Zip: _____

Address: _____

Cell Phone Number: _____