

## **2019 Maine Greenland Festival/Maine Island Kayak**

### **Acknowledgement and Assumption of Risks Waiver, Release & Indemnification Agreement**

In consideration of being allowed to participate in any course, program, event, and all related activities, and to use any property, facilities and/or equipment (all hereafter referred to as “Activities”) provided by Maine Island Kayak Co. and/or Maine Island Kayak Outfitters (both hereinafter individually and collectively referred to as “Maine Island Kayak”), I hereby acknowledge and agree to the following.

1. **Inherent Risks.** There are inherent risks involved in sea kayaking, activities related to sea kayaking, and in participating in any Maine Island Kayak Activities. These include but are not limited to risks of physical and/or mental injury, disease, and even death. Such inherent risks, include, but are not limited to, the following hazards.

a. **Inherent Risks of Outdoor and Wilderness Activities.** Maine Island Kayak Activities occur largely in the outdoors, and oftentimes in wilderness environments. Engaging in such outdoor and wilderness activities involves inherent risks that can be unique to those environments. Amongst other things, these include the following:

i. **Land Hazards.** These include hazards from weather, terrain, rivers and river structures, lakes and ponds, falling trees and branches, falling rock or ice, human built structures of various ages and disrepair, debris and broken glass, plants, harmful animals and insects.

ii. **Marine Hazards.** These include hazards from fog, tides, currents, ocean swells, waves, submerged and exposed rocks, marine flora and fauna, other boats, marine debris, heat exposure, cold water immersion, cold water shock, hypothermia, water inhalation, and drowning.

iii. **Environmental Hazards.** These include hazards caused by environmental conditions that are naturally occurring and/or caused by human activities, including severe and rapidly changing environmental conditions (such as lightning, earthquakes, fires, etc.), exposure to pathogens and diseases (from animals, insects, marine life, etc.), and exposure to hazardous materials.

b. **Inherent Risks of Physical Effort.** Maine Island Kayak Activities involve physical effort, including lifting and carrying heavy objects, steady aerobic effort such as long distance paddling, and intense bursts of effort required during dynamic sea conditions, hazardous conditions, rescues and various training exercises. Such physical effort has inherent risks, including the risks of physical injury and even death. These Activities should only be undertaken by those who are in good health.

c. **Inherent Risks of Sea Kayaking & Associated Outdoor Activities.** Maine Island Kayak Activities are centered around sea kayaking, but can include other general outdoor activities such as camping and hiking. These Activities also involve certain inherent risks. These include seasickness, fatigue, capsizing, water immersion, collision with vessels, entanglement with lines and equipment, entrapment, loss of contact with your kayak, loss of contact with other kayakers, disorientation and the risk of getting lost, rough water conditions, noise, miscommunications, misunderstandings, human error, mental exertion and stress, loss of physical capacity, loss of mental capacity, food poisoning and equipment failure. General outdoor activities also include inherent risks, including risks from slips, falls, lifting, use of fire and cooking stoves, and use of outdoor tools such as knives and axes.

d. **Inherent Risks of Adventure, Training & Learning.** Maine Island Kayak Activities include adventure, training and learning, all of which involve introducing and exposing participants to new, exciting but also challenging skills, environments and experiences. These can involve additional inherent risks to those summarized above. These can also include risks of physical and/or mental injury, disease, and even death.

2. **Staff Judgment.** The guides, instructors, and staff who run the Maine Island Kayak Activities, whether employees of Maine Island Kayak, independent contractors, or volunteers (collectively, “Staff”) constantly make judgments about how to run those Activities, as well as how to handle various situations and inherent risks confronted during such Activities. Staff base those judgments on their observations and assessments of a

variety of factors, including the risks summarized above and also the capabilities of participants engaging in those Activities. Such observations, assessments and judgments are frequently affected by environmental and situational factors, as well as individual subjectivity. While Maine Island Kayak Staff strive to make the right judgment on all occasions, other individuals - whatever their knowledge, skill and experience may be - may disagree with such judgments and may even conclude such judgments constitute legal negligence.

3. ***Participant Responsibility.*** While Maine Island Kayak Staff will make their own judgments as to what Activities are suitable for participants, it is essential all participants acknowledge and accept they have their own responsibilities while engaging in such Activities. These include advising Staff of any physical or medical conditions that could impact their ability to participate in the Activities safely, and in accurately describing any past experience and skill levels in such Activities. In addition, all participants must advise Staff if they, at any time, feel any Activities are above their skill level or otherwise unsafe for them. Maine Island Kayak and its Staff understand and respect participants who state any Activity appears too challenging for them.

***ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS.*** Having read and fully understood the foregoing regarding Inherent Risks, Staff Judgment and Participant Responsibility, I acknowledge and assume all hazards and risks associated with the foregoing and in participating in Maine Island Kayak Activities.

***WAIVER AND RELEASE OF CLAIMS.*** Having read and fully understood the foregoing, I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, hereby waive, release, and agree that I will not sue, Maine Island Kayak (including their affiliates, officers, directors) and their Staff (including any agents, servants, employees, volunteers, interns and independent contractors) for money damages for personal injury, loss of life, or property damage sustained by me and arising in any way from my participation in any Maine Island Kayak Activities, even if such damages are due to the NEGLIGENCE of Maine Island Kayak and their Staff.

***INDEMNIFICATION.*** I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree to defend, indemnify and hold harmless Maine Island Kayak (including their affiliates, officers, directors) and their Staff (including any agents, servants, employees, volunteers, interns and independent contractors) from any and all claims, suits or demands, whether made by me or by any other person or any entity, arising in any way from my participation in any Maine Island Kayak Activities, including any claims of NEGLIGENCE on the part of Maine Island Kayak and their Staff. Such defense and indemnification includes being responsible for all costs, including attorney fees, that may otherwise be incurred by Maine Island Kayak and/or its Staff as a result of any such claims, suits or demands.

***CHOICE OF LAW.*** Any dispute between me and Maine Island Kayak and/or their Staff will be governed by the laws of the State of Maine, and I consent to jurisdiction in Maine.

***I have read this Acknowledgement and Assumption of Risks, and Waiver, Release and Indemnification Agreement, and I fully understand its terms. I further understand that by signing this agreement that I am giving up substantial legal rights. I have not been induced to sign this agreement by any promise or representation, I have had ample opportunity to read this Agreement and to ask any questions about it, and I understand I may, at my own discretion, choose not to participate in any Maine Island Kayak Activities. I sign this Agreement voluntarily and of my own free will.***

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**Participant Name - Printed**

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**Participant Signature**

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**Date**

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**Address & Telephone Number**