

***THIS IS AN IMPORTANT LEGAL DOCUMENT--PLEASE READ CAREFULLY BEFORE SIGNING***  
**LEGALLY BINDING RELEASE AND INDEMNIFICATION AGREEMENT**

As used in this Agreement, (i) the word "I" refers to the below-named participant (the "Participant") if the Participant is at least 18 years of age, but if the Participant is under the age of 18, then "I" refers to the below-named parent or guardian of the Participant; (ii) the word "Operator" means Quoggy Joe Ski Club; (iii) the word "Facilities" means the trails and/or other recreational facilities operated or made available by or through Operator, together with any equipment or other personal property made available to the Participant by or through Operator, whether pursuant to any separate written agreement or otherwise.

**Identification of Risks.** I understand that the sports and recreational activities offered by or occurring at or with the use of the Facilities, including, without limitation, alpine skiing, snowboarding, snowshoeing, cross country skiing, bicycling, running, hiking, disc golf, orienteering (whether any of the foregoing are on trails, pavement, snow, ice, or any other surface) (collectively, the "Activities"), involve physically strenuous and potentially dangerous activities and present significant inherent and other risks of bodily injury (including, without limitation, disability or death) (collectively, "Bodily Injury") to the Participant and/or others and of property damage. The term "Bodily Injury" also includes, but is not limited to, sickness and disease, however arising, including from exposure to SARS-CoV-2 (sometimes also known as the 2019 novel coronavirus), or any other virus, bacteria, or other source. There are unknown risks of the Activities, and known risks are too numerous to list, but examples include: risks arising from steep and/or uneven terrain, trees, stumps, roots, rocks, debris, mud, wet leaves or grass or other slippery conditions, potholes, water, snow, ice, and other natural or man-made hazards or obstacles, some of which may be obscured by ground cover or other natural or man-made conditions; changing weather conditions and changing terrain; falls; collisions, such as with other persons or with natural or man-made objects; failures or malfunctions of equipment; over-exertion; dehydration; hypothermia; heat exhaustion; heat stroke; and illness from viruses, bacteria, or other cause, including those transmitted by other persons or by insects or other wildlife. The Participant is responsible for the Participant's own safety, which includes, without limitation, being prepared, participating within the Participant's ability, keeping alert, becoming familiar with and using the Facilities and other property safely, and otherwise protecting against Bodily Injury and/or property damage. I understand that even if the Participant discharges these responsibilities, participation in any of the Activities still subjects the Participant and others to risks of Bodily Injury and/or property damage.

**Assumption of Risks.** I voluntarily **ASSUME ALL RISKS**, known and unknown, of any and all Bodily Injury and/or property damage that may arise, directly or indirectly, out of the Participant's participation in any of the Activities, **INCLUDING, WITHOUT LIMITATION, BODILY INJURY AND/OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF THE ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE**, of any of the Releasees (as defined below) or of others.

**Release; Indemnification; Definition of "Releasees."** I voluntarily and unconditionally **RELEASE** and agree to **INDEMNIFY, HOLD HARMLESS, AND, IF REQUESTED BY OPERATOR, DEFEND** each of the Releasees (as defined below) from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising, directly or indirectly, out of the Participant's participation in any of the Activities, including, without limitation, those arising out of any Bodily Injury and/or property damage (collectively, "Claims and/or Liabilities"), regardless of cause, **INCLUDING ANY AND ALL CLAIMS AND/OR LIABILITIES THAT ARISE OUT OF ANY ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE**, of any of the Releasees and I hereby **PROMISE NOT TO SUE** any of the Releasees with respect to any of such Claims and/or Liabilities. The term "**Releasees**" means Operator, each and every other person and/or entity that owns, operates, or otherwise makes available any of the Facilities or that provides lessons or instructions for any Activities, each sponsor and/or organizer of any competition or other event in which any of the Activities take place, each affiliate of Operator or of any of such other persons or entities, and all of the respective owners, directors, trustees, managers, officers, employees, volunteers, and agents of Operator or of any of such other persons or entities.

**Medical Treatment.** I authorize any emergency medical treatment, including medication, deemed necessary by the attending personnel, if any, and authorize such personnel to execute on my behalf any permission forms or other documents relating to medical attention for the Participant (but none of the Releasees shall be under any obligation with respect to any of the foregoing, including furnishing of any such personnel).

**Use of Likeness.** I grant permission to Operator and its assigns to use the Participant's name, photograph, image, and likeness.

This Agreement is governed by the laws of Maine and does not limit any other liability protection afforded to any of the Releasees under any applicable law. Any claim or action shall be submitted only to the State or Federal courts within the State of Maine. If any provision herein is held to be unenforceable, all other provisions shall be given full force and effect.

***I have carefully read, understand, and agree to be bound by all terms of this Agreement. Each of the Releasees is a beneficiary of this Agreement. I understand that I have voluntarily given up substantial rights by entering into this Agreement. I intend this to be a complete and unconditional release of and indemnity against all Claims and/or Liabilities to the greatest extent allowed by law, but acknowledge and agree that no provision of this Agreement shall apply to the extent prohibited by law.***

Name of Participant: _____ (Print)	Signature of Participant: _____ (Sign)	Date of Birth: _____ Today's Date: _____
If Participant is under the age of 18: I certify that I am the parent or guardian of the Participant and have the authority to enter into this Agreement.  Name of Parent/Guardian: _____ Signature of Parent/Guardian: _____		Today's Date: _____

(Print)	(Sign)	
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