



2018 Schoodic Scramble Waiver and Release

As a participant you agree to the following Agreement and Waiver of Liability. Minors younger than the age of 18 must be accompanied during the event by a parent or legal guardian who is also a participant.

Waiver, Assumption of Risk and Indemnifying Release Agreement: I understand that while voluntarily participating in this event and related activities (referred to collectively as "the event"), I will be engaged in physical activity and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during the event which could result in serious injury or death. I am voluntarily participating in the event with knowledge of all such risks. In consideration for allowing me to participate, I assume full and complete responsibility and risk for any injury or accident which may occur during my participation in the event, and I hereby release absolutely, indemnify, promise not to sue, and forever hold harmless Maine Coast Memorial Hospital, Maine Coast Memorial Hospital Foundation, Eastern Maine Healthcare Systems, EMHS Foundation and their affiliates, sponsors, promoters and all of their employees, agents and other persons and entities associated with this event (all individually and collectively known as "releasees"), from any and all claims, losses, injuries, and liabilities, or damages including, but not limited to, property or consequential punitive damages, whatsoever of every name, inclusive of attorneys fees and costs, (collectively, "Damages") that I have or may have in the future based upon any acts or omissions, whether known or unknown, relating to, arising out of, or in connection with, the event, WHETHER SUCH DAMAGES BE CAUSED BY MYSELF OR BY THE NEGLIGENCE, OF ANY DEGREE, OF THE RELEASEES. This agreement may not be modified orally or in writing by any individual. I understand and acknowledge that the event involves inherent risks and hazards that no amount of care, caution, instruction or expertise can eliminate; I nevertheless freely and voluntarily assume all such risks and hazards to participate in the event.

I intend by the Waiver, Assumption of Risk and Indemnifying Release Agreement to release in advance, and to waive my rights and to discharge all releasees (as defined above), from any and all claims, losses or liabilities for death, bodily injury or damages including, but not limited to, property, or consequential punitive damages, whatsoever of every name, inclusive of attorneys fees and costs that I may have, or which may hereafter accrue to me, as a result of my participation in the event, EVEN THOUGH THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY OR ALL OF THE RELEASEES, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver, Assumption of Risk and Indemnifying Release Agreement is binding on my heirs, assigns and legal representatives.

I am physically capable of completing the event. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation in the event. I will maintain personal health insurance while participating in the event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I will abide by all rules and regulations established by the event organizers and personnel. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.

I understand that my name, photograph, voice or likeness may be used for all promotional purposes related to the event by Maine Coast Memorial Hospital, Maine Coast Memorial Hospital Foundation, Eastern Maine Healthcare Systems, EMHS Foundation and their sponsors, beneficiaries, licensees, affiliates and employees. I consent to and authorize, in advance, such use and waive all rights of privacy I have in connection therewith. And I understand that I will not benefit financially from any use thereof.

I have carefully read this Waiver, Assumption of Risk and Indemnifying Release Agreement and fully understand its contents. I am aware that by signing this waiver I am agreeing to its terms, including waiving legal rights. Knowing this, I agree to these terms of my own free will.

On behalf of the minor participant, I hereby irrevocably and unconditionally agree to all of the terms of Waiver, Assumption of Risk and Indemnifying Release Agreement. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby release, indemnify, promise not to sue, and hold harmless all releasees (defined above), with respect to any and all claims or causes of action brought or asserted by or on behalf of the minor I may have for damages for personal or bodily injury, disability, death, loss or damages including, but not limited to, property, or consequential punitive damages, whatsoever of every name, inclusive of attorneys fees and costs, WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, WHETHER OR NOT NEGLIGENCE HAS BEEN PROVEN, to the fullest extent permitted by law. I acknowledge that I have carefully read and understand this Voluntary Activities Participation Waiver and Release of Liability and that I agree to its terms and conditions.

THIS AGREEMENT RELEASES LIABILITY FOR NEGLIGENCE! DO NOT ACCEPT WITHOUT READING!

Signature (if participant is older than 14 years of age): _____ Date: _____

Signature of Guardian (if participant is younger than 18 years of age):: _____ Date: _____

Name _____ Name of Guardian (if younger than 18) _____

Mailing Address _____ City _____ State _____ Zip _____

Phone (_____) _____ Home Cell Work Email _____

Please mail completed form to: MCMH Foundation, PO Box 796, Ellsworth, ME 04605