



Scarborough Marsh Audubon Center
Canoe/Kayak Tour, Assumption of Risk, Release, and Indemnity Agreement

**This is a waiver and release of liability. It affects your legal rights.
Please read before signing.**

Acknowledgement and Assumption of Risks. I acknowledge and understand that my/my child's use of canoes/kayaks and other equipment and/or watercraft supplied by Maine Audubon and participation in Maine Audubon's guided tour of the Scarborough Marsh and Dunstan River area (the "Activities") involves known and unanticipated risks that could result in physical or emotional injury, illness, paralysis, permanent disability, death, and property damage. I acknowledge and understand that some, but not all, of the known risks, hazards and dangers associated with the Activities include: (1) changing and rapidly moving water currents, wave action, flooding, and boat wakes; (2) collision with other people, watercraft (mine or another party's), or man-made or natural objects; (3) inclement weather, storms, lightning, variances and extremes of wind, weather and temperature; (4) sinking, capsizing, becoming disoriented or lost, or other hazards that result in injury, exposure to elements, hypothermia, or drowning; (5) risks associated with animal attacks, insect bites, allergic reactions, or other acute illness while on the water and without access to medical or rescue personnel; (6) equipment used in the Activities may break, fail or malfunction; (7) heat or sun-related illness or injuries, including sunburn, sunstroke, or dehydration; (8) risks in decision making, including the risk that Maine Audubon guides, staff, volunteers, or others may misjudge my/my child's capabilities or the weather, terrain, water conditions, or route location; (9) risks regarding conduct, including the potential that I/my child, Maine Audubon, or third parties may act carelessly; (10) risk associated with transportation to and from the Activities and in connection with getting in or out of or launching any watercraft, including traffic accidents, injuries sustained while crossing a street or parking lot, slip and fall accidents, and slipping on a dock or other wet surface; (11) risks associated with rescue operations, including the risk that Maine Audubon guides, staff, volunteers or others who may or may not be trained medical or rescue personnel attempt to provide medical or other aid and/or transportation in the event of an emergency; and (12) other risks, hazards and dangers associated directly or indirectly with use of Maine Audubon equipment and guided canoe and/or kayak tour activities. I acknowledge and understand that the risks, hazards and dangers associated with the Activities cannot be eliminated regardless of the care taken to avoid injuries without jeopardizing the essential qualities of the Activities. I acknowledge and understand that the description of risks provided herein is not complete and that there are other risks, hazards and dangers associated with participating in the Activities that may be unknown or unanticipated. Despite these risks, I voluntarily and knowingly elect to participate/allow my child to participate in the Activities and hereby agree to expressly and freely assume any and all risks to me/my child and my/my child's personal property while participating in the Activities, **including risks caused by Maine Audubon's negligence or fault.** I agree that I am responsible for my own/my child's safety. I have considered my/my child's particular physical, mental, and emotional condition in making this participation decision and assumption of risk and I represent that I/my child is physically fit and capable of safely operating and handling a canoe/kayak or otherwise participating in the Activities.

Release and Indemnity Agreement. I hereby expressly and unconditionally waive, release, hold harmless, indemnify, and promise not to sue Maine Audubon and its directors, officers, trustees, employees,

volunteers, guides, contractors, agents, and assigns (the "Maine Audubon Parties") from and for any and all causes of action, liabilities, claims, demands, injuries, losses, damages, costs, and expenses of any kind, including but not limited to, any claim for property damage, personal injury, or death suffered by me, my child or any other person resulting from or relating to, whether directly or indirectly, my/my child's participation in the Activities and **whether caused by the negligence or fault of the Maine Audubon Parties or otherwise. This Agreement is specifically intended to waive and release all claims I may have against the Maine Audubon Parties for negligence or fault, regardless of legal theory.** I intend for this Agreement to apply also to my/my child's relatives, guardians, personal representatives, heirs, beneficiaries, next of kin, 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. I understand and agree that this Agreement is intended to be as broad as the law allows **and specifically covers all claims, actions, or demands that may be based on the negligence or fault of the Maine Audubon Parties.**

Agreement Governed by Maine Law. I agree that the substantive law of the State of Maine, exclusive of its conflicts of law rules, shall apply to this Agreement. I agree that 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 acknowledge and agree that I have been given an opportunity to read and consider this Agreement and that it has been executed freely and knowingly. I understand and agree that **THIS DOCUMENT CONTAINS AN EXPRESS ASSUMPTION OF RISK, A PROMISE NOT TO SUE, AND A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL CLAIMS, INCLUDING NEGLIGENCE.**

I have read and agree to follow the canoe/kayak guided tour rules provided to me by Maine Audubon staff. I agree that I will be responsible to pay the replacement cost of any equipment provided by Maine Audubon in the event that such equipment is damaged, lost, stolen, or destroyed (reasonable wear and tear excluded) during my/my child's use of such equipment.

I have read the above 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. If any of the participants are minors or wards, I represent that I am the parent or guardian of such participants, and I have executed this Agreement on my own behalf and on behalf of such participants. I also represent and agree that I possess the authority to act on behalf of any minor children in my care and custody, including the authority to act on behalf of such minor children's parents or legal guardians. I further agree to hold harmless and indemnify Maine Audubon from any claims arising from the participation of any minor children in my care/custody. As used in this Agreement, "my child" includes all minors and wards in my care and custody.