

WESTERN FOOTHILLS LAND TRUST

PROGRAM PARTICIPANT WAIVER

Participant's Name: _____

Parent/Guardian Name: _____

Parent/Guardian Cell Phone #: _____ Parent/Guardian Email: _____

Parent/Guardian Alternate Phone #: _____

Home Address: _____

Mailing Address, if different: _____

RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

In return for the opportunity for me/my child, identified above (the "Participant"), to participate in WFLT programming, and all activities related or incidental to such participation (the "Program"), I, the undersigned Participant and/or Parent/Legal Guardian of the Participant (hereafter referred to using "I", "me", or "my") agree as follows:

- I understand that the Program activities will take place outdoors and include various athletic activities, including cross-country skiing. These activities involve inherent risks, including, but not limited to, falls, collisions with trees, people, or other objects, encounters with animals, equipment failure, exposure to cold or hot temperatures, and the variable conditions of woods and hiking/ski trails, all of which can and may cause property damage, injury, illness and death. I agree that the Participant is voluntarily participating in the Program with knowledge of the danger involved and I agree to assume the risks of property damage, injury, illness, or death suffered by the Participant in connection with, in any way, the Program.
- Knowing these facts, I hereby for myself, my heirs, executors, administrators or anyone else who might claim on my behalf and for the Participant, the Participant's heirs, executors, administrators or anyone else who might claim on behalf of the Participant, covenant not to sue, and waive, release, and discharge the Western Foothills Land Trust, its officers, directors, employees, sub-contractors, volunteers, sponsors, agents, or affiliates, or anyone acting on their behalf (the "Released Parties") from any and all claims or liability for death, injury, illness, or property damage of any kind or nature whatsoever arising out of, or in the course of the Participant's participation in the Program, including claims or liability caused by the Released Parties' negligence, whether known or unknown or foreseen or unforeseen.
- I also agree to indemnify and hold harmless the Released Parties, including any of their officers, directors, employees, sub-contractors, volunteers, sponsors, agents, or affiliates, or anyone acting on their behalf, for all liability, loss, damage, or cost (including attorneys' fees) arising out of the Participant's participation in the Program, *including claims or liability caused by the Released Parties' own negligence, whether known or unknown, foreseen or unforeseen.*
- The release, waiver, and indemnity contained in this document are in addition to, and not a substitution for, any limited liability afforded to the Released Parties under Maine law.
- I understand that this document is a contract which grants certain rights to and eliminates the liability of the Released Parties.

I confirm that I am Participant and/or the parent or legal guardian of the Participant, that I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies for myself and the Participant. I agree that if any portion of this Agreement is invalidated, the remainder will continue in full legal force and effect.

Signature of Participant OR Parent/Legal Guardian of Participant: _____

Printed Name of Participant OR Parent/Legal Guardian: _____

Date: _____

PUBLICITY & PHOTO RELEASE

In return for participating in Western Foothills Land Trust (“WFLT”) programming and all related and incidental activities (“Programming Activities”), the undersigned Participant and/or Parent/Legal Guardian of Participant if Participant is under age 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants to WFLT, and each of its affiliates, agents, advertising or promotional agencies, and partners, and their respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of my name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Programming Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting, or publicizing products and services in any location, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without payment of royalty, fee, or other compensation. I further agree that anything derived therefrom will be owned solely by the Authorized Parties. *I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Maine and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.*

Signature of Participant OR Parent/Legal Guardian of Participant: _____

Date: _____