

Maine Island Trail Association

Acknowledgment of Responsibility, Express Assumption of Risk, and Release of Liability

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. In consideration of the services of the Maine Island Trail Association, a charitable, not-for-profit corporation, organized and existing under the laws of Maine, including all officers, employees, representatives, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'MITA'),

I acknowledge and agree as follows:

MITA volunteer-led activities may include, but are not limited to hiking, camping, kayaking, motor boating, maintenance of trails and facilities, canoeing, sailing, use of MITA boats or other facilities and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **The leaders of these activities are MITA employees or volunteers acting on behalf of the organization. In either case, they are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group.** I take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities.

These activities include inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks, hazards and dangers include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause delays in transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that MITA staff, leaders or other personnel cannot assure participant's safety or eliminate these risks. I understand that if I am using my own personal watercraft for a MITA event that I carry my own insurance on the craft. **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent and other risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by me, resulting from those risks.**

I agree to release and not to sue MITA (as MITA is defined above) in regard to all claims, liabilities, suits, or expenses (hereafter collectively 'claim' or 'claims'), **including claims caused or alleged to be caused by the negligence of MITA (but not its gross negligence or intentional or reckless misconduct)**, for any injury, damage, death or other loss to me in any way connected with my participation in these activities, or my use of MITA equipment or facilities. **I intend to waive all claims I may have against MITA**, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit against MITA.

(OVER)

INITIALS _____

I hereby authorize the Maine Island Trail Association (MITA) to use, reproduce, and/or publish photographs and/or audio-video that may pertain to me— including my image, likeness, and/or voice— without compensation. I understand that this material may be used in various publications, press/media releases, informational or outreach materials, or for other related endeavors. This material may also appear in either print or digital format—with digital media to include but not be limited to examples such as website publication, social networking, and email updates. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, MITA may publish materials, use my name, photograph and likeness, and/or make reference to me in any manner deemed appropriate in order to promote and serve MITA's mission and programs. This release shall be construed broadly to provide authorization of use to the maximum extent permissible under applicable law.

I agree that the substantive laws of Maine govern this Document and all other aspects of my relationship with MITA, and that any mediation, suit, or other proceeding must be filed or entered into only in Maine. **Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

Name _____ Signature _____ Date _____

NOTE: In the case of children under the age of 18 this document shall be signed by a parent on behalf of the child named in the "Name" section.