



RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

***This document affects your legal rights:
Read BOTH PAGES carefully before signing.***

In consideration of the permission to participate in the Activity (defined below), I agree to the terms contained in this Release of Liability, Assumption of Risk, and Indemnification Agreement ("Agreement").

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen voluntarily to participate in wilderness medical training conducted by NOLS in cooperation with the Community Bicycle Center ("CBC"). Courses will be taught in classroom and outdoor settings, including wilderness terrain, under all weather conditions teaching students guidelines for stabilizing, treating, and evacuating patients in backcountry and wilderness environments ("Activity").

I understand that the Activity involves hazardous activities and I may be exposed to dangers and hazards, including but not limited to some of the following (depending on the nature of the Activity): falls or being dropped, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, river currents, hypothermia, hostile or disease-carrying wildlife or insects, accidental needle stick, drowning, death, equipment failures, unwelcomed touch, emotional distress, and negligence of others. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged. CBC assumes no responsibility for providing medical care during the Activity and I will pay all costs for any medical care and/or evacuation. I also understand hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned inherent risks and any other inherent or non-inherent risks, harm, injury, or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of CBC, their employees, officers, contractors, and/or other Activity participants. I also understand that any equipment that I provide or borrow from CBC, or any other provider I use at my own risk and that any such equipment is provided "AS IS" without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby **RELEASE CBC**, their contractors, the providers of any equipment used in the Activity, municipal or governmental providers of use permits, and their respective employees, officers, trustees, and directors (the "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, death, loss, or harm that occurs to me**, to any other person or to any property during the Activity, or in any way related to the Activity, or during any free time, including during transportation to or from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Maine law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injury, loss, or harm that occurs during or results from the Activity.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and

defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the instructions for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

6. USE OF MY LIKENESS: I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy, pre-approval, or compensation that I have for any such likeness of me or use of my name in connection with such likeness; I grant to CBC and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, in whole or part, in any form, without restrictions, and for any purpose.

7. SEVERABILITY: I agree that the purpose of this Agreement is that it shall be an enforceable agreement with a RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Maine law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

8. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This Agreement is governed by and shall be construed in accordance with the laws of the state of Maine, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the Superior Court of York County, in Maine, or in the U.S. District Court for Maine, and I agree to the jurisdiction and venue of those courts for any such dispute. If I contest the validity of this Agreement and do not prevail, I agree to pay all attorneys' fees and costs of CBC in litigation.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____ Date: _____

Name Printed: _____ Date of birth: _____

If participant is under 18 years of age, signature of parent or responsible adult is also required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this Agreement for myself and on behalf of the minor child. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I agree the **RELEASE, HOLD HARMLESS, and INDEMNITY provisions** (defined in Sections 3 and 4) apply to any claims brought by or on behalf of the minor child and to any claims that result from the minor child's acts or omissions. This includes any claim arising from the negligence of the Released Parties. I understand that nothing in this Agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Maine law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: _____

Name Printed: _____

Relationship: _____ Date: _____