

Kennebunk River Club

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the Kennebunk River Club ("KRC") for any purpose, including but not limited to use of boating equipment (including but not limited to canoes, kayaks, sailboats, paddle boards), or participation in any program affiliated with the KRC, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon participating will inspect and carefully consider such equipment or the affiliated program. It is further warranted that such use of boating equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such use or participation.

I have been offered an equipment orientation at KRC before using any boating equipment. I desire to voluntarily waive an equipment orientation at KRC and to waive any explanations concerning the risks of use of the equipment.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE KRC BOATING EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE KRC, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the KRC, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the KRC, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the KRC premises or in any way observing or using any facilities or equipment of the KRC or participating in any program affiliated with the KRC whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the KRC and/or while using any equipment, including Boating Equipment on or off of KRC premises or participating in any program affiliated with the KRC.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

 / /
Date _____
Participant's signature

I HAVE READ THIS RELEASE

 / /
Date _____
Parent's or guardian's signature
(if participant is legally a minor)