



# DOWNEAST OUTFITTERS INC.

*Traditional outings designed for You*

## Release and Assumption of Risk Form

ACTIVITY \_\_\_\_\_

PARTICIPANTS NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

PERSON TO CONTACT IN CASE OF EMERGENCY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

*Please list any allergies, physical disabilities or medical information you feel we should know about:* \_\_\_\_\_  
\_\_\_\_\_

*Please list any medications that you will be taking:* \_\_\_\_\_  
\_\_\_\_\_

*Please list any dietary restrictions:* \_\_\_\_\_

### RELEASE AND ASSUMPTION OF RISK

1. I acknowledge that I have voluntarily applied for enrollment in the above listed Downeast Outfitters, Inc. activity, and in consideration of being permitted to participate in such activity, do voluntarily execute this "Release and Assumption of Risk" in behalf of myself, my heirs and next of kin, my personal representatives and my estate.
2. I acknowledge that I have been fully informed of the nature, scope and demands of the activity, and that I have met all of the prerequisites required for participation in this activity.
3. I understand and appreciate that this activity may include rigorous outdoor activities under variable environmental conditions and that there are a number of inherent risks involved in the activity which are beyond the control of the sponsoring agency or its staff and I agree to personally assume such risks. Some of the dangers and risks which may be present or occur include, but are not limited to, cuts and abrasions resulting from skin

contact with hiking or climbing surfaces, hypothermia, fatigue, drowning, falls, collision with objects, unexpected weather changes, accidents or illness in remote places without medical facilities, travel in vehicle not driven by me and the possibility of not returning within the designated time period.

4. I understand that every care and attention will be given to the health and comfort of the participants, but the sponsoring agency or its staff cannot be held liable for any injuries sustained which were not directly caused by their failure to take due care.
5. I hereby authorize the leader of the activity to secure such medical advice and services as may be deemed necessary for the health and safety of myself (or my son/daughter/ward) and I agree to accept financial responsibility, including in excess of the benefits allowed by provincial health insurance plans:
  - a. Where the health and well-being of the applicant is involved.
  - b. Where all attempts to contact the parent or guardian have failed or where due to the nature of the emergency there was insufficient time to contact such parent or guardian. It shall be at the discretion of the leader of the activity as to what action must be taken for the welfare and safety of the applicant.
6. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer, and for all damages or loss to any personal property or property issued to me by Downeast Outfitters, Inc. while I am participating in the activity and, in furtherance thereof, I agree to indemnify and hold harmless Downeast Outfitters, Inc., and its employees, from and against any and all claims, demands, actions or causes of action, on account of damage to personal property, or to my personal injury, or death, which may occur or result directly or indirectly from my participation in the activity, and which results from causes beyond the control of and without the fault or negligence of Downeast Outfitters, Inc., and its employees.
7. I agree to abide by the rules and regulations imposed on participants by the agency and its staff.
8. I agree that I will be cooperative and helpful to and with all other participants in the activity and will not be disruptive of the objectives established for the activity or as may be designated by the staff or group consensus.
9. I declare that I am in good physical health and believe that I am able without reservation or limiting conditions to physically withstand and cope with the indicated rigors of this activity.
10. I request that this "Release and Assumption of Risk" be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, I request that the remainder continue in full force and effect.
11. I hereby authorize and give full consent to Downeast Outfitters, Inc. to copyright or publish all photographs or slides in which I, the undersigned, appear while enrolled as a participant in any of their programs.

My signature below (parent or legal guardian must sign for participant under the age of eighteen) indicates that I, the applicant, have read and understood the above. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read the same, of my own free will.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PARENT/GUARDIAN (IF UNDER 18) \_\_\_\_\_ DATE \_\_\_\_\_