

BIKING

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT Reservation # _____

In consideration of services provided by the New England Outdoor Center (NEOC) and Penobscot Adventures II LLC (PA), I agree on behalf of myself and my children, as follows:

- 1. ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the following activity: _____ (hereinafter referred to as "the Activity"), which is organized by New England Outdoor Center (NEOC) and/or Penobscot Adventures II LLC (PA).

I understand that: (a) the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following (depending on the nature of the Activity): Falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, hostile or aggressive wildlife, death, equipment failures, losing control of or crashing the bike, uneven terrain, traffic, collisions with moving or parked vehicles or other obstacles, road and/or mountain bike trail hazards, failure to wear a helmet and/or other protective equipment, and negligence of others; (b) 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; (c) hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and (d) NEOC / PA assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Activity, I agree for myself and with the intent that this Agreement will be binding on my heirs, successors, assigns and personal representatives, to all the terms contained in this Agreement.
- 2. ASSUMPTION OF THE RISKS:** I voluntarily choose to participate in the Activity and hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this Activity, and any harm resulting from the Activity or during any transportation to or from the Activity, including but not limited to any injury or loss caused by the negligence of NEOC / PA, its employees, agents and officers, its contractors, and other Activity participants.
- 3. RELEASE OF LIABILITY:** I hereby **RELEASE NEOC / PA**, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owners, municipal or governmental providers of use permits, and their respective employees, officers, 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 occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims based on tort, including but not limited to negligence of the Released Parties, contract (express or implied), claims for strict liability for abnormally dangerous activities, or any other theory. 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.
- 4. COVENANT NOT TO USE AND INDEMNIFICATION:** I also covenant and agree **NOT TO SUE and to INDEMNIFY AND HOLD HARMLESS** the Released Parties from any liability or causes of action described above related to my participation in the Activities, and in addition, for any claim for loss of consortium which may be asserted by my spouse or others, and agree to pay the legal fees and expenses of the Released Parties and to pay for any judgement entered against the Released Parties by reason any such claims or causes of action.

5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity, including **WEARING A BICYCLE HELEMT** whenever I am riding.
6. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by the law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to NEOC / PA and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me.
7. **SEVERABILITY:** 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 his Agreement or in any way associated with the Activity shall be brought only in the Superior Court of Penobscot County, Maine or in the U.S District Court for the District of Maine, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the Agreement.
9. **ENTIRE AGREEMENT:** This is the entire Agreement. No oral representations or other inducements have been made to cause me to execute this Agreement.

CAFEFULLY READ BEFORE SIGNING!

By signing this document, both parties agree that an electronic signature has the same force and effect as a manual signature.

First Name _____ Last Name _____
 Address _____
 City _____ State _____ Zip Code _____
 Day Phone _____
 Email _____

Adult Signature: _____ **Date:** _____

Minors Section Only

Name of Minor: _____ Relationship of Adult above: _____
 Signature of Minor: _____