

# WILDLIFE TOURS

## RELEASE AND ASSUMPTION OF RISK AGREEMENT Reservation# \_\_\_\_\_

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

1. I acknowledge that participation in this program entails known and unanticipated risks, which include physical injury, paralysis, death, or damage to me or my children, to property, or to third parties. I understand that such risks are inherent in the activity and cannot be eliminated without jeopardizing the essential qualities of the activity. 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, its employees, agents and officers, its contractors, and other Activity participants. I have read the list below of some risks associated with this program.
2. I understand that NEOC/PA is not responsible for the weather, terrain, wildlife, or equipment failure and that these factors may cause or contribute to an injury or property damage.
3. I release and discharge NEOC/PA from any and all claims or liabilities arising from or connected with me or my children's participation in this activity, as well as any and all claims or liabilities arising from or connected with his or her or my presence on NEOC/PA premises, or on any property owned by others where activities are conducted. I agree, on my own behalf and on behalf of my children, not to assert or bring, at any time in the future, against NEOC/PA, or the owner of property where program activities are conducted, any claim of any kind as a result of, or in any way arising out of or connected with, my or my children's participation in the activity. I agree to indemnify and hold NEOC/PA and such owners harmless from any and all such claims by me or my children, or anyone else related to or associated with us, or anyone representing any of the foregoing.
4. I am aware of the level of fitness that is needed for this activity. I certify that neither my children nor I have any medical conditions or restrictions that prevent them from safely participating in this program, other than specified below.\*
5. I consent on behalf of me and my children to be photographed/filmed while participating in this activity and to use such photographs/footage for any purpose, including training, advertising, news articles and displays.
6. I understand that as part of the activities, it is necessary for NEOC/PA staff to place, adjust, and manipulate personal protective equipment on me or my children; I consent on behalf of my children to be touched for these purposes only.
7. I understand that this release applies to me, my children, and each of our heirs, insurers, successors and assigns.
8. I understand that I am responsible for obtaining any and all licenses necessary for this activity in the state of Maine, and for reading and understanding the rules and laws of the activity.

### **ADDITIONAL ACTIVITY-SPECIFIC RISKS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:**

**WILDLIFE TOURS:** heat-related illnesses, hypothermia, high wind-related incidents, unpredictable terrain or water conditions, lightning, flash flood, river currents, road and traffic conditions, blisters, animal attacks, head injury, boat capsizes, tidal conditions and currents; travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas, adverse weather conditions, exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning, aggressive and/or poisonous marine life, wrist, arm, shoulder, and/or back injuries, slips and falls on the boat or on trails, rapidly changing weather and water conditions, and the risks of swimming or drowning should you enter the water, or death.

I understand and acknowledge that the foregoing description of risks and dangers is not complete or exhaustive and that other risks and dangers, known and unknown, anticipated and unanticipated, may also exist and result in harm.

**I have read and understand the above terms and** The terms hereby shall be binding on my heirs, executors and administrators. As a parent/guardian, and, in consideration for permitting my minor child(ren) identified below to participate in the foregoing activities, the terms hereof shall further serve as an assumption of risk and release for my child or children. I personally agree to indemnify Releases for any claims of such minor child or children for any harm arising out of or relating to participation in the activities, including claims asserting negligence of the Releases. I also grant NEOC/PA the right to use any photos or films taken during my trip with NEOC in their promotional efforts.

**CAREFULLY READ BEFORE SIGNING PLEASE PRINT**

First Name	<input type="text"/>	Last Name	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip Code	<input type="text"/>
Day Phone	<input type="text"/>	Cell Phone	<input type="text"/>
Email	<input type="text"/>		

**Adult Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Minors Section Only**

Name of Minor: \_\_\_\_\_ Relationship of Adult above: \_\_\_\_\_

Signature of Minor: \_\_\_\_\_