



University of Maine Release and Assumption of Risk

I, _____ of, _____
(Parent/Guardian Name) (Address)

acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to allow _____ (name of child) in the **Kennebec County** 4-H Tractor Safety Course from **April 8, 2019, to May 31, 2019**, and in consideration of my child being permitted to participate in the Program, do voluntarily execute this "Release and Assumption of Risk" on behalf of myself, my heirs and next-of-kin. My personal representatives and my estate.
2. That I have been fully informed of the nature, scope and demands of the Program, and understand that the Program may include activities which could be dangerous to my child and other participants and which could cause property damage, bodily injury and/or death.
* See below for specific risks and dangers of the Program
3. That the University of Maine System and its University of Maine Cooperative Extension (hereinafter referred to as the "University") has informed me that there may be dangers and hazards inherent to my child as a result of participating in the Program because of the activities and travel involved, and that I personally recognize and appreciate that such dangers and hazards exist for my child. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to my child or which s/he may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by my child while my child is participating in the Program and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my child's injury or death, or the bodily injury, death or damage to personal property of others caused by my child or animal, which may occur or result directly or indirectly from my child's participation in the Program and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents.

I declare that _____ (name of child) is able to physically withstand and cope with the indicated rigors of the Program with or without a reasonable accommodation. In complying with the letter and spirit of applicable laws and pursuing its own goals of diversity, the University of Maine does not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status and gender expression, national origin, citizenship status, age, disability, genetic information or veteran status in employment, education, and all other programs and activities. The following person has been designated to handle inquiries regarding nondiscrimination policies: Director, Office of Equal Opportunity, 101 North Stevens Hall, 207.581.1226.

The University provides reasonable accommodations to qualified individuals with disabilities upon request. Any person with a disability who needs accommodations for this program should contact [Caragh Fitzgerald \(207.622.7546, cfitzgerald@maine.edu\)](mailto:cfitzgerald@maine.edu) to discuss their needs at least 14 days in advance.

4. This "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I declare that I completely understand and have fully informed myself of the terms and conditions of the release and assumption of risk by having read it, or having it read to me, before signing and I intend to be fully bound thereby.

I, _____, the parent or legal guardian of _____, agree in consideration of my child being permitted to participate in the Program, to be bound by the terms of this "Release and Assumption of Risk" and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating in the Program.

_____ date
Parent or Guardian Signature
(if participant is under age of 18 years)

I (child participant) understand that attendance in a 4-H Tractor Safety Course is not without risk to myself, members of my family, my guests who may attend. I declare that I completely understand the Assumption of Risk" by having read it, or having it read to me, Assented and agreed to on this ____ day of _____, 20__.

Signature of Participant

*Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following:

- Vehicle malfunction
- Driver error
- Instructor error
- Environmental hazards- other vehicles and drivers
- Weather conditions
- Road conditions