

UNIVERSITY OF MAINE SYSTEM

RELEASE AND ASSUMPTION OF RISK

(Required if Participant is Under the Age of 18 Years)

I, _____ of _____

Being the parent or legal guardian of: _____ (herein after referred to as "my child"), who is ____ years of age (having been born on _____), in consideration of my child being permitted to participate in the WHEP Retreat and Training Invitational at the UMaine 4-H Camp and Learning Center Program at Bryant Pond acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to have my child participate in this activity: WHEP Retreat and Training Invitational from April 16 to 17 or April 18-19, 2019, and in consideration of being permitted to participate, 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, and agree to be bound by the terms of this Release and Assumption of Risk.
2. That I have been fully informed of the nature, scope and demands of this activity, and I understand that participating may include activities which could be dangerous to my child and other participants and which could cause property damage, bodily injury and/or death. Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by: Exposure to elements such as severe weather, heat, cold, sun, biting insects, and fire; intense physical exertion; vehicles, bicycles and travel by foot over varied terrain
3. That the University of Maine System and its University of Maine Cooperative Extension, and/or UMaine 4-H Camp and Learning Center at Bryant Pond (hereinafter referred to as the "University") has informed me that there may be dangers and hazards inherent to participants in the WHEP Retreat and Training Invitational because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to my child or which my child may suffer or cause to others, and for all damages or loss to any real or personal property owned by me or my child or damaged by my child, while my child is participating in the WHEP Retreat and Training Invitational 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 child's or my real or personal property, my or my child's personal injury or death, or the bodily injury, death or damage to the personal property of others caused by my child, which may occur or result directly or indirectly from my child's participation in the WHEP Retreat and Training Invitational activity and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents.
4. I declare that I have carefully reviewed with my child the nature, scope, and demands of the WHEP Retreat and Training Invitational program outlined in section 2 above; that I have reviewed with my child the nature, scope, and demands of the WHEP Retreat and Training Invitational program outlined in section 3 above; and that I have provided my child with reasonable instructions on personal safety and safe behavior toward others and their property

while participating in the WHEP Retreat and Training Invitational program.

5. I declare that my child is able to physically withstand and cope with the rigors of the WHEP Retreat and Training Invitational program with or without a reasonable accommodation. If an accommodation is needed, I will contact Sarah Farrell at 207-324-2814 or sarah.s.farrell@maine.edu

6. I agree not to hold the University responsible for itinerary changes to, early termination or non-operation of the WHEP Retreat and Training Invitational program caused by weather, low enrollment, unusual water levels, strikes, political or diplomatic changes or other causes beyond the control of the UMaine 4-H Camp and Learning Center at Bryant Pond.

7. 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 THIS "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.

Assented and agreed to on this ____ day of _____, 2019.

Signature of Participant

I, _____, the parent or legal guardian of,

_____, agree, in consideration of my child being permitted to participate in this activity, 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 activity.

Parent or Guardian Signature
(if participant under the age of 18 years)

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

Exposure to elements such as severe weather, heat, cold, sun, biting insects, and fire; vehicles, bicycles and travel by foot over varied terrain.