COVID-19: MEMBER REPRESENTATIONS, WAIVER, AND INDEMNIFICATION

This document must be signed by any member of Northeast Harbor Fleet, and by any guest(s), prior to the member or guest being permitted access to any property owned or operated by Northeast Harbor Fleet.

**Representations**

I, __________________________, hereby make the following representations:

a. I understand the hazards posed by COVID-19 and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, as well as the latest guidelines from the State of Maine. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC and Maine guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates;

b. I am not currently under a quarantine advisement or order issued by a healthcare provider or state, local, or federal government agency;

c. No member of my household is currently under a quarantine advisement or order issued by a healthcare provider or a state, local, or federal government agency;

d. I am not currently exhibiting any of the following symptoms (the “Symptoms”), associated with COVID-19: fever, coughing, shortness of breath, chills, muscle pain, sore throat, or loss of taste or smell;

e. I have not exhibited Symptoms since prior to January 1, 2020, OR, if I have exhibited Symptoms since January 1, 2020, it has been at least three days (72 hours) since I have exhibited Symptoms without the use of symptom-suppressing medication, and at least ten days since my symptoms first presented;

f. I have not tested positive for COVID-19, OR, if I have tested positive for COVID-19, I have had two consecutive negative COVID-19 tests that were conducted more than 24 hours apart, and I have not exhibited Symptoms as set forth in (d) above;

g. If after signing this document I test positive for COVID-19, or if I exhibit Symptoms, I will not access property owned and operated by Northeast Harbor Fleet until the conditions set forth in (e) or (f) above, whichever is applicable, have been satisfied;

h. I have not left the state of Maine in the last 14 days, except to perform essential domestic travel as defined under Maine law;

i. I will comply with all state and federal recommendations designed to limit the risk of viral transmission while on Northeast Harbor Fleet property, including, but not
limited to, the use of a facemask in public places, and maintaining a distance of least six feet from all individuals who are not members of my household;
j. I make the same representations contained in Paragraphs (a) through (i) for any accompanying minor child that I bring onto Northeast Harbor Fleet property;
k. I understand that Northeast Harbor Fleet is relying on the representations contained herein in order to permit me to access its facilities;
l. I understand that if I have been untruthful about any of the above representations, my membership with NEH will be revoked, effective immediately.

Waiver and Indemnification

In consideration for receiving permission to BE ON PREMISES at the Northeast Harbor Fleet (hereinafter the “Activity or Activities”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following: 1. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. 2. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity contract) Northeast Harbor Fleet, their owners, officers, directors, agents, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities. 3. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury, resulting from my participation in Activities, or the participation in Activities by any minor children for whom I have the capacity to contract, including, without limitation, any misrepresentation of fact contained in the “Representations” set forth above in this document. 4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Maine. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.
PLEASE READ CAREFULLY BEFORE SIGNING

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this day of____________________, 2020.

SIGNATURE:
NAME:

NAMES OF MINOR CHILD(REN):