

## ***Acknowledgment and Acceptance of Risks and Liability Release***

This release and waiver of claim memorializes the parties' intent to contractually extinguish negligence liability and all other liability in whatever form, on the part of Aislinn A. Sarnacki, individually, and Maine Nature Hikes, LLC. By signing, I agree as follows:

I hereby acknowledge that I understand that hiking, camping and other related activities are inherently dangerous and that by participating in this hiking tour, I am assuming the risks associated with hiking, camping and other related activities. I also acknowledge that there are possibilities of attacks or encounters with insects, wildlife, and/or animals. NOTE: Maine Nature Hikes, LLC guides do not carry an EpiPen, or an inhaler for asthma or other medical uses. It is the responsibility of the participant to bring their own medications on the tour. **I AM CHOOSING TO PARTICIPATE AT MY OWN RISK.**

I acknowledge that the hiking tour is not the same as walking in a park, and I will follow the instructions of the guide(s) during the hike. I will fully inform the guide/s of my ability to participate in the hike, camping or other related activities, and of any physical or medical conditions that might impair my ability to hike, camp or participate in other related activities, such as vision or depth of field perception or limited movement in any part of my body. I will provide this information in the separate medical document provided by Maine Nature Hikes, LLC. If I do not feel I can complete the hike, I will let the guide know immediately so that she/he can make an alternate plan.

I release and forever discharge Aislinn A. Sarnacki, individually, Maine Nature Hikes, LLC, its employees, agents, members, sponsors, promoters and affiliates from any and all liability, claim, loss, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any legal way to any negligence, action or omission of any such person or organization in connection with sponsorship, organization or execution of any hiking, camping or other related activities, including but not limited to travel to and from such activity in which I may participate.

In addition, I hereby waive, release and discharge any and all rights and claims against any property owners through or by which the events will be held, for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the activity, including but not limited to travel to or return from the activity in which I may participate.

Should I or my successors assert any claim in contravention of this agreement, whether in bringing a negligence claim or any other claim, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending said claim.

If any provision of this agreement shall be deemed unenforceable, the remaining provisions shall remain in full force and effect.

### **Declaration of Fitness Agreement**

I furthermore and hereby declare that I am personally physically fit and that I have no physical and/or mental condition(s) that should preclude me from participating in my chosen activity. I

am not participating against any medical advice or treatment. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of hiking, camping or related activities, I will notify the guide immediately and before moving away from the immediate vicinity.

Seen and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone/Cell Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

**FOR PARTICIPANTS UNDER 18 YEARS OF AGE:** This is to certify that I, \_\_\_\_\_, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

\_\_\_\_\_  
Signature of Parent or Adult Legal Guardian

\_\_\_\_\_  
Name of Parent or Adult Legal Guardian

\_\_\_\_\_  
Name of Participant Under 18 Years of Age

\_\_\_\_\_  
Date

## Photo Release Agreement

I, \_\_\_\_\_, grant Aislinn Sarnacki, individually, and Maine Nature Hikes, LLC, my permission to use photographs of myself taken during this guided trip for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Participant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Participant's Name: \_\_\_\_\_

## Photo Release Agreement for Participants Under 18 Years of Age

I, \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_ [child] grant Aislinn Sarnacki, individually, and Maine Nature Hikes, LLC, my permission to use photographs of \_\_\_\_\_ [child] taken during this guided trip for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Parent/Guardian's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_