

University of Maine Black Bear Attack Adventure Race
Release and Assumption of Risk

I, (Participant's full name: _____),
of (Full Mailing) Address: _____),
(Email: _____), (Phone: _____)
being _____ years of age (having been born on ____ / ____ / ____), acknowledge,
declare and agree as follows:

1. That I voluntarily agree to participate in the Black Bear Attack Adventure Race (hereinafter "the race") offered by the University of Maine Student Wellness Center, a unit in the Division of Student Life, on _____ / _____ / _____ (today), 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.
2. That I have been fully informed of the nature, scope and demands of the Race, and I understand that the Race may include activities which could be dangerous to me and/or other participants, and which could cause property damage, bodily injury and/or death.
* See page 2 for specific risks and dangers of the Race.
3. That the University of Maine System and its University of Maine (hereinafter referred to as the "University") have informed me that there may be dangers and hazards inherent to participation in the Race 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 me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating in the Race 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 personal injury or death, or the bodily injury, death or damage of another, or loss or injury to personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Race 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 am able to physically and mentally withstand and cope with the disclosed rigors of the Race with or without a reasonable accommodation. If an accommodation is needed, I will contact the Race officials at least 48 hours prior to the scheduled race time/date.
5. 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 _____, 20____.

Signature of Participant

REQUIRED FOR LEGAL GAURDIANS OF MINORS/DEPENDANTS:

I, _____,

the parent or legal guardian of _____,

agree, in consideration of my child being permitted to participate in the Race, 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 Race.

Parent of Legal 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:
All manner of injury resulting from falling and impacting the ground, floors, wall and climbing surfaces and projections, whether permanently or temporarily in place; abrasions, entanglements, and other injuries resulting from activities on outdoor fields, trails which include but are not limited to the ropes course, trails, and UMaine grounds; injuries resulting from falling or dropped items including but not limited to ropes, climbing surfaces, grounds, trails, personal items and other climbers or participants; cuts abrasions, and burns resulting from contact any race obstacles or equipment or other people; harm and injury, including death, shortness of breath, and light headedness, resulting from increased heart rate, increased blood pressure and strenuous physical activity; sickness or injury caused by encountering water that has not been tested for disease; and injury and/ or caused by wildlife including but not limited to insects and wild animals .