

UNIVERSITY OF MAINE
DIVISION OF STUDENT AFFAIRS
CAMPUS RECREATION
RELEASE AND ASSUMPTION OF RISK

I, _____, of
(Full Name)

(Full Mailing Address)

being ____ years of age (having been born on ____/____/____), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to participate in the facilities, programs and services of the Department of Campus Recreation, "the Program" from ____/____/____, to **August 31, 2009**, and in consideration of being permitted use of these facilities and participation in these programs, 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 I understand that the Program may include activities which could be dangerous to me 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 (hereinafter referred to as the "University") have informed me that there may be dangers and hazards inherent to participants in the Program 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 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 personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Program 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 withstand and cope with the disclosed rigors of the Program with or without a reasonable accommodation. If an accommodation is needed, I will contact the Assistant Director for Operations, David Mahan at 581-1082.

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

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.

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:

all manner of injury resulting from falling and impacting the floor, ground, wall and climbing tower surfaces and projections, whether permanently or temporarily in place ♦ abrasions, entanglements, and other injuries resulting from activities within the Maine Bound Adventure Center, Campus Recreation Center or outdoor fields including but not limited to climbing, rappelling, ascending, descending, bouldering, and any other rope or climbing techniques or maneuvers ♦ injuries resulting from falling or dropped items including but not limited to ropes, climbing hardware, climbing holds/hardware, chalk, chalk bags, personal items, and other climbers or participants ♦ cuts, abrasions, and burns resulting from contact with the climbing tower, bouldering wall, the floor, ropes, and/or other people ♦ failure of exercise equipment, ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing tower, bouldering wall, or MBAC or Campus Recreation structure ♦ injuries caused through inappropriate technique or overuse including but not limited to tendonitis, strains, sprains, abrasions, bruises, dislocations, joint swelling, muscle aches, and fractures ♦ harm and injury, including death, shortness of breath, and light headedness, resulting from increased heart rate, increased blood pressure, and strenuous physical activity.