

**Maine Land and Sea Adventures, Inc.**  
P.O. Box 1993 • Windham, ME 04062 • 207-749-2123

**LIABILITY RELEASE AND AGREEMENT NOT TO SUE**

PLEASE READ CAREFULLY - THIS IS A LEGAL DOCUMENT

In consideration of being permitted to use the Maine Land and Sea Adventures' facilities and equipment, I agree to RELEASE, INDEMNIFY and HOLD HARMLESS Maine Land and Sea Adventures; their parent, subsidiary and affiliated companies, their respective agents, officers, directors, real and personal property owners, contractors, volunteers, employees and insurers (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the Releasees premises, facilities and equipment INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees' premises, facilities and equipment. I promise not to sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees' premises, facilities and equipment, I will have no right to make a claim or file a lawsuit against the Releasees.

**WARNING:** Use of Releasees' premises, facilities and equipment, including but not limited to sailing and associated sports are HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body in variable weather and other conditions. **Safety is directly affected by your judgement in the elements of sailing. Be alert to all risks, hazards and dangers.**

I have carefully read, understood and accept the conditions of this important document. I agree that this is a Release of Liability which will legally prevent me, or any other person from filing suit or making claim for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the boat, their facilities, premises and equipment is being given to the undersigned participant(s) in exchange for the execution of the Release of Liability. I have made no misrepresentations to the Release Parties regarding any information of this application. Applicant(s) must sign below.

_____	_____	_____	_____
Print Name	Signature	Date	D.O.B.

_____	_____	_____	_____
Print Name	Signature	Date	D.O.B.

For participants under 18 years of age: as parent or guardian of the child named below, I have authority to enter into this agreement on behalf of the Child. To the fullest extent allowed by law, I agree to indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the Child, and by any third party arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child and that the Child and I will be bound by all its terms.

_____	_____	_____	_____
Print Minor's Name	Parent/Guardian Signature	Date	D.O.B.

_____	_____	_____	_____
Print Minor's Name	Parent/Guardian Signature	Date	D.O.B.

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**HEALTH RELEASE**

Date: \_\_\_\_\_

I \_\_\_\_\_ hereby acknowledge that I:

- 1) Understand that sailing is an inherently physically demanding and dangerous sport, and
- 2) That I am healthy and physically fit enough to participate in said sport.

Please print clearly:

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Any medications with you? \_\_\_\_\_

Any medical conditions we should be aware of? \_\_\_\_\_

\_\_\_\_\_