

**University of Maine System Release and Assumption of Risk**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Address)

having been born on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_acknowledge, declare and agree as follows:

 (Date of Birth)

1. That I have voluntarily agreed to participate in the UMM Early College Summer Institute Program from July 8th to July 11th, 2020 and in consideration of being permitted to participate in the institute 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, and agree to be bound by the terms of this Release and Assumption of Risk.

2. That I have been fully informed of the nature, scope and demands of the Summer Institute, and I understand that the program may include activities which could be dangerous to my child and other participants and which could cause property damage, bodily injury and/or death. Such dangers, hazards and risks of this program may include, but are not limited to, injuries inflicted by swimming; small craft/boating; intense physical exertion; exposure to elements such as severe weather, heat, cold, sun, biting insects, and fire; vehicles, bicycles, and travel by foot over varied terrain.

3. That the University of Maine System and/or UMM Early College Summer Institute (hereinafter referred to as the “University”) has informed me that there may be dangers and hazards inherent to participants in the Summer Institute because of the activities and travel 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 Summer Institute and during all travel and transportation, and, in furtherance thereof, I agree to defend, 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 Summer Institute, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DAMAGES, DEMANDS, ACTIONS OR CAUSES OF ACTION, CLAIMED TO ARISE OR ARISING IN FACT, OUT OF THE NEGLIGENCE OF THE UNIVERSITY OF MAINE SYSTEM AND ITS UMM EARLY COLLEGE SUMMER INSTITUTE PROGRAMS, ITS TRUSTEES, FACULTY, AGENTS, EMPLOYEES, OR VOLUNTEERS.

4. I declare that I am able to physically withstand and cope with the indicated rigors of the Summer Institute with or without reasonable accommodation. If an accommodation is needed, I will contact Christy Alley at

207-255-1268, or christy.alley@maine.edu

6. I agree not to hold the University responsible for itinerary changes to, early termination or non-operation of any Summer Institute due to causes beyond the control of the UMM Early College Summer Institute.

7. 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