

William S. McClellan
dba/McClellan's Maine Guided Trips

PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

I understand that participation in one of William S McClellan's *Maine Guided Trips* ("the activities") involve inherent risks and dangers, including a variety of experiences in outdoor environments that may include heat, cold, or altitude or uneven terrain in areas that are remote (although accessible) and, as in all outdoor activities, are inherently dangerous. I understand that such activities are often physically and emotionally demanding.

McClellan's Maine Guided Trips offers the following activities: Hiking, backpacking; cross-country skiing, snowshoeing (on or off trail); camping, including cooking over stoves, open fires or by other means; water activities including flat water or white-water boating, canoeing, lake or ocean sailing or boating, stand up paddle boarding, swimming, river crossing; bicycling (including mountain biking); jogging or stair climbing, trail running; vehicle travel and travel by public, chartered or other conveyance.

1. I voluntarily choose to participate in the activities and accept and assume the risk of bodily injury, death or property damage occurring while participating in them notwithstanding such risks and dangers.
2. I, for myself and my heirs, successors, assigns and personal representatives, hereby absolve, release and discharge William S. McClellan, DBA McClellan's *Maine Guided Trips*, their respective agents, employees, officers, directors, volunteers, and successors and assigns (hereinafter referred to individually or collectively as "Releasees") from any blame or liability or causes of action whatever, whether based on tort, contract, express or implied, or any other theory, arising from, my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.
3. I further hereby covenant not to sue and agree to indemnify and hold harmless Releasees from any liability or causes of action whatsoever arising from property damage, economic loss, personal injury or death, related to my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons and including, without limitation, liability for loss of consortium which may be asserted by my spouse or others, and agree to pay the legal fees and expenses of Releasees associated with the defense of any claims brought in violation of this Agreement. *Provided however*, that nothing herein shall operate to preclude me from making a claim for workers compensation if I would be entitled to make such a claim in the absence of this agreement.
4. The laws of the State of Maine shall govern this agreement. By signing this agreement, I further agree the State of Maine will be the exclusive jurisdiction in which I may bring any suit related to or arising out of the activities. This agreement shall be binding on me and my heirs, successors, assigns and personal representatives. If any provision herein is invalid or unenforceable, in whole or in part, that shall not affect the validity or enforceability of any other provision.

CAREFULLY READ BEFORE SIGNING

Participant Signature: _____ **Date:** _____

Printed Name: _____

If participant is under 18 years of age, must also be signed by parent or legal guardian.

William McClellan dba/McClellan's Maine Guided Trips
13 Summer St., Rockport, ME 04856
207-542-6744
wsmcc2@gmail.com

Parent or legal guardian signature: _____

Printed Name: _____ **Date:** _____

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