

**HIRUNDO WILDLIFE REFUGE
ACTIVITY WAIVER OF LIABILITY**

The Trustees and Staff of the Hirundo Wildlife Trust manage the Hirundo Wildlife Refuge located at 1107 Hudson Road, Alton, Maine, mailing address at P.O. Box 266, Orono, ME 04473. In consideration of my being granted access to the Refuge and/or being allowed to participate in the activity(ies) described below, I (the undersigned participant, parent or guardian) agree to this Assumption of Risk and Release and Waiver of Liability.

Activity: (check as applicable)

- General Access to, or field work project at, the Refuge
 - Canoe/ boating at the Refuge or with Refuge equipment
 - Special Event/Program:
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I confirm:

- That I understand that there are risks inherent in any outdoor activity,
- That I am voluntarily participating in the particular activity(ies) noted above intending to seek out a natural wilderness experience,
- That I am aware of the hazards involved in such activities and I made such inquiry and/or inspection and have taken such precautions as I believe are appropriate, and
- I assume all such risks and hazards of these and any related activities, which may include the following:

Hikers at Hirundo may encounter hazards typical to the Maine woods, such as rugged paths, exposed tree roots, rough and/or slippery terrain, forest pests, insects, wild animals, and other people's pets. Boaters, including those using Hirundo canoes and equipment, may encounter rough water and quickly changing weather conditions, thunderstorms and other severe weather. Precautions should be taken against sunburn, heatstroke, hypothermia, frostbite, poison ivy, ticks, and infection. As part of the experience, we hope to view wildlife in its natural habitat, and such wildlife may be dangerous. It is possible that Hirundo canoes may capsize or leak, other equipment may fail, and boaters should use life vests and other PFD's. Hirundo is remote, cell service may be weak, and emergency medical care may not be immediately available.

Hirundo does not permit hunting, but it may occur illegally or at nearby properties; blaze orange should be worn in season. Bicycles and motorized recreational equipment are not permitted. Participants in certain activities may be driven to or from the Preserve in vehicles hired by or owned by Hirundo and/or personal vehicles, including those of Hirundo volunteers, which may bear normal risks of transportation, the operator of the vehicle, a third party or an act of God.

In consideration for receiving permission to participate in the field trip described above, 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 Hirundo activities and during all travel and transportation.

I understand the nature of the terrain and/or waterbodies and the type of activities I will be participating in, and I am capable of safely undertaking these activities. I agree to go into only those areas authorized by Hirundo and to comply with all its rules concerning these activities. I understand the dangers involved in undertaking these activities and agree to take all reasonable precautions to avoid injury to myself and others and damage to property in connection with my activities. I am engaging in these activities at my own risk, and acknowledge that Hirundo makes no representation or warranty, express or implied, regarding the condition or safety of the terrain or the equipment provided by Hirundo, for purposes of these activities or any other purpose.

On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify, defend, and hold harmless Hirundo, its Trustees, staff, employees, volunteers and agents, from and against any and all claims, liabilities, losses,

damages, costs and expenses arising from or in any way related to my participation in these activities. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery, INCLUDING AS A DIRECT RESULT of any negligent act of Hirundo, its Trustees, staff, employees, volunteers or agents.

I grant Hirundo permission to **take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the field trip, including any media which contains my image or likeness, for Hirundo's purposes.**

Unless marked I also consent to the use of my name in connection with such images. My heirs, executors, administrators and assigns shall be bound by this consent and release.

By signing below, I acknowledge that I have read and understand this form, and that the statements that I have made in it are all true and that I am at least 18 years of age, or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below. 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.

Participant's Signature: _____

Participant's Printed Name: _____ (include minors)

Date: _____

PARENTAL CONSENT FOR PARTICIPATION BY MINORS: I am the parent or legal guardian of the above named minor(s), who has my permission to participate in the Hirundo activities described above. I make all of the statements and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Parent/Guardian's Signature: _____

Printed Name: _____

Date: _____

Participant's Signature: _____

Participant's Printed Name: _____ (include minors)

Date: _____