ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. All visitors must agree in order to visit Allen Island.

Up East, Inc. ("Up East") is a non-profit corporation organized under the laws of the State of Delaware and the owner of Allen Island, located at the mouth of the Georges River in St. George, Knox County, Maine. There are multiple historic buildings at one end of Allen Island, including a museum, while the remainder of Allen Island is undeveloped except for trails and unpaved woods roads. The only access to Allen Island is by boat. Any person wishing to visit Allen Island (a "Visitor") must first review and sign this Agreement.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The undersigned Visitor wishes to visit Allen Island. Up East will provide boat transportation to deliver Visitor from the mainland to the dock located on Allen Island. Once on Allen Island, Visitor must travel by foot to explore Allen Island and its buildings and museum. Visitor agrees to follow all directions and instructions from Up East’s boat captain and crew, guides and personnel and to cooperatively comply with all rules and regulations related to visitation on Allen Island. Visitor represents that he/she is physically fit and able to engage in the activity of visiting Allen Island, and that Up East is relying upon this representation.

Visitor acknowledges that there are inherent and other risks, hazards and dangers associated with visiting Allen Island that can cause or lead to property damage, personal injury, illness, disability or death to Visitor or others. Some, but not all, of these risks include the risk of falling on the dock, on the boat or overboard into the water while embarking, disembarking or traveling on the boat, which is subject to uneven motions due to water and wind conditions; potential for mechanical failure of the boat or its engines; seasickness; risk of falling on uneven grounds and trails on Allen Island; exposure to inclement weather; risk of injury through physical exertion; and lack of immediate access to emergency medical care or facilities. Visitor understands that Up East cannot assure Visitor’s safety or eliminate all risks. Visitor is voluntarily participating with knowledge of the risks. Therefore, Visitor assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any personal injury, damage, death or other loss suffered by Visitor, resulting from those risks, and/or resulting from Visitor’s negligence or misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Visitor agrees as follows:

(1) to release and agree not to sue Up East, its directors, officers, employees and agents, with respect to any and all claims, liabilities, suits or expenses (including attorneys’ fees and costs) (hereafter collectively "claim" or "claims") for any injury, damage, death or other loss in any way connected with visiting Allen Island and participation in these activities, or use of Up East’s boat, equipment, facilities, buildings, trails or premises. I understand that I am agreeing to waive all claims I may have against Up East, its directors, officers, employees and agents, and am agreeing that neither I, nor anyone acting on my behalf, will make a claim against Up East, its directors, officers, employees and agents, as a result of any injury, damage, death or other loss suffered by me; and

(2) to defend and indemnify (wherein "indemnify" means to protect by reimbursement or payment) Up East, its directors, officers, employees and agents with respect to any and all claims brought by or on behalf of me, another visitor, or any other person for any injury, damage, death or other loss in any way connected with my visiting Allen Island or participation in these activities or use of Up East’s boat, equipment, facilities, buildings or premises.
This Release and Indemnity Agreement includes claim/s resulting from the negligence of Up East and its directors, officers, employees and agents (but not its intentional or willful misconduct), and includes claims for personal injury or wrongful death, property damage, breach of contract or any other claim.

I agree that the substantive laws of the State of Maine govern this Document and all other aspects of my relationship with Up East, its directors, officers, employees and agents, and that any mediation, suit, or other proceeding must be filed or entered into only in the State of Maine. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, any minor child under age 18 for whom I sign (if applicable), and my heirs, executors, representatives and estate. A parent must sign below for any visiting minor (those under 18 years of age).

Visitor Signature ___________________________ Date ___________________________ Print name here

Parent or Guardian Signature (if applicable) ___________________________ Date ___________________________ Print name of Minor (under age 18) here