



## OOB/Saco Adult Education

*Learning for Better Living*

### **Release and Waiver of Liability and Indemnity Agreement**

I understand and confirm that by registering myself and others (hereinafter referred to as "ALL REGISTRANTS"), ALL REGISTRANTS are joining at their own risk. ALL REGISTRANTS have read and agree to the following release and waiver of liability and indemnity agreement. ALL REGISTRANTS agree freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to them.

In consideration for being permitted to use the facilities, services, and programs of OOB/Saco Adult Education (OOB/Saco AE) for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with OOB/Saco AE without respect to location, the registrants for this course, for themselves and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that they have, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into OOB/Saco AE for observation or use of any facilities or the affiliated participation in such affiliated program constitutes an acknowledgement that such premises and all facilities or equipment thereon and such affiliated programs have been inspected and carefully considered and that the registrants find and accept same as being safe and reasonably suited for the purpose of such observation, use, or participation.

In further consideration of being permitted to enter OOB/Saco AE for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with OOB/Saco AE, without respect to location, the registrants hereby agree to the following.

1. ALL REGISTRANTS HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE OOB/Saco AE, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the registrants, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the registrants, whether caused by the negligence of the releasees or otherwise while the registrants are in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the OOB/Saco AE, without respect to location.
2. ALL REGISTRANTS HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the registrants in, upon, or about the OOB/Saco AE premises or in any way observing or using any facilities or equipment of the OOB/Saco AE or participating in any program affiliated with the OOB/Saco AE whether caused by the negligence of the releasees or otherwise.
3. ALL REGISTRANTS HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premise of the OOB/Saco AE and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the OOB/Saco AE.

ALL REGISTRANTS further expressly agree that the forgoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ALL REGISTRANTS HAVE READ AND VOLUNTARILY AGREE TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statement, or inducement apart from the foregoing written agreement have been made.