

Mahoosuc Kids Summer Adventure Program
Acknowledgment and Acceptance of Risks and Liability Release
PLEASE READ CAREFULLY

WARNING: All forms of summer activities, such as, but not limited to hiking swimming, golfing, biking, games, archery and activities are hazardous with many inherent risks. Also be aware that your child will partake in activities outside of the base grounds of Mahoosuc Kids Association. Transportation off site will be provided by SAD #44 school busing.

I am fully aware that summer activities may be considered hazardous and that falls and other injuries are common occurrences in these activities no matter how attentive the caregiver may be. I accept, for myself, the full responsibility for any and all such damages or injuries of any kind that may result from the actions of the minor child enrolled in the summer program. As a condition of being permitted to enroll the child in this program and to use Mahoosuc Kids Association premises, I hereby **PROMISE NOT TO SUE** their owners, employees, agents, or landowners as I **FREELY AND VOLUNTARILY ACCEPT ALL RISKS** of injury, death or property damage occurring thereon, or occurring at another facility where Mahoosuc Kids Association programs is participating in an activity.

I hereby assume and accept all risks of loss, property damages, and personal injuries, that my child may encounter while on or off premises, and that may be sustained by my child or to any property of mine or my child while in, on, or off said Premises, whether or not connected with or related in any way to the summer program, including **any alleged negligence** in the operation, maintenance or design of the premises on the part of **Mahoosuc Kids Association** or any of its officers, directors, owners, agents, or employees, or any of the facilities Mahoosuc Kids Association will participate in activities at. I also agree to indemnify and hold harmless **Mahoosuc Kids Association** for any claim for any loss, damages, or injuries including death that may be sustained by me or to any property of mine, under said circumstances.

I further agree that any claim which I may at any time bring for any reason against **Mahoosuc Kids Association** or any of its agents, officers, director, owners, servants, and employees any disputes arising out of the use of the Mahoosuc Kids Association facilities, shall be submitted to the jurisdiction of the State or Federal court in the State of Maine, and that no claim or action shall be brought in any other jurisdiction. This release shall be binding upon me, and my heirs, next of kin, guardians, trustees, executors, and administrators.

I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect and that this agreement shall be binding on the heirs and assigns of me and the minor child.

As a parent/ guardian of a minor participant, I have the authority to execute this Agreement for him/her and I hereby consent and agree to be bound by its conditions and I shall **indemnify and hold harmless Mahoosuc Kids Association** for all awards, legal fees and expenses and settlements, including attorney's fees, for injuries to the participant arising out of Mahoosuc Kids Association's negligence including negligent supervision.

Name of Child

Date

Printed Name of Parent/ Guardian

Signature