

LEGALLY BINDING RELEASE AND INDEMNIFICATION AGREEMENT

Definitions. As used in this Agreement, (i) the word "I" refers to the below-named participant (the "Participant") if the Participant is at least 18 years of age (such that "I" and the "Participant" are one and the same person), but if the Participant is under the age of 18, then "I" refers to the below-named parent or guardian of the Participant; (ii) the word "Operator" means Pineland Farms, Inc.; (iii) the word "Facilities" means the Piscataquis County Ice Arena, including, without limitation, the ice rink located therein, any other recreational surface used therein, the locker rooms, and other ancillary facilities located therein or otherwise operated or made available by or through Operator, together with any equipment or other personal property made available to the Participant by or through Operator, whether pursuant to any separate written agreement or otherwise; (iv) the word "Activities" means the sports and other recreational activities that may from time-to-time take place at or with the use of the Facilities, including, without limitation, ice skating, roller skating (whether in-line or otherwise), ice hockey, floor hockey, figure skating, ice dancing, broomball, and curling, whether on ice or any other surface; (v) the term "Bodily Injury" means bodily injury, sickness, disease, and/or mental anguish sustained by any person, including, without limitation, temporary or permanent disability or death; (vi) the term "Releasees" means Operator, each and every other person and/or entity that owns, operates, or otherwise makes available any of the Facilities or that provides lessons, instructions, or supervision for any Activities, each sponsor and/or organizer of any instruction, competition, or other event in which any of the Activities take place, each affiliate of Operator or of any of such other persons or entities, and the respective owners, directors, trustees, managers, officers, employees, volunteers, and agents of Operator or of any of such other persons or entities; and (vii) the term "Claims and/or Liabilities" means all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising, directly or indirectly, out of the Participant's participation in any of the Activities, including, without limitation, those arising out of any Bodily Injury and/or property damage.

Identification of Risks. I understand that the Activities involve physically strenuous and/or potentially dangerous activities and present significant inherent and other risks of Bodily Injury to the Participant and/or others and of property damage. There are unknown risks of the Activities and known risks are too numerous to list, but examples include: risks of Bodily Injury or property damage arising from: tripping, falling, or sliding on ice, concrete, or other surfaces; encounters with divots, ruts, accumulation of water or debris and other irregularities in or changes to the ice, concrete, or other surface; the presence of hazards or obstacles; lacerations or other Bodily Injury from skate blades or other objects; being struck by hockey pucks, balls, hockey sticks, or any other equipment or implements used in any of the Activities; collisions, such as with other persons, dasher boards, ice surfacing equipment, or any other equipment or objects; and failures or malfunctions of equipment. The Participant is responsible for the Participant's own safety, which includes, without limitation, being prepared, participating within the Participant's ability, keeping alert, becoming familiar with and using the Facilities and other property safely, and otherwise protecting against Bodily Injury and/or property damage. I understand that even if the Participant discharges these responsibilities, participation in any of the Activities still subjects the Participant and others to risks of Bodily Injury and/or property damage.

Assumption of Risks. I voluntarily **ASSUME ALL RISKS**, known and unknown, of any and all Bodily Injury and/or property damage that may arise, directly or indirectly, out of the Participant's participation in any of the Activities, **INCLUDING, WITHOUT LIMITATION, BODILY INJURY AND/OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF THE ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE**, of any of the Releasees or of others.

Release; Indemnification. I voluntarily and unconditionally **RELEASE** and agree to **INDEMNIFY, HOLD HARMLESS, AND, IF REQUESTED BY OPERATOR, DEFEND** each of the Releasees from and against any and all Claims and/or Liabilities, regardless of cause, **INCLUDING ANY AND ALL CLAIMS AND/OR LIABILITIES THAT ARISE OUT OF ANY ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE**, of any of the Releasees and I hereby **PROMISE NOT TO SUE** any of the Releasees with respect to any of such Claims and/or Liabilities.

Medical Treatment. I authorize any medical treatment, including medication, deemed necessary by the attending personnel, if any, and authorize such personnel to execute on my behalf any permission forms or other documents relating to medical attention for the Participant (but none of the Releasees is under any obligation with respect to any of the foregoing, including furnishing of any such personnel).

Use of Likeness. I grant permission to Operator and its assigns to use the Participant's name, photograph, image, and likeness.

This Agreement is governed by the laws of Maine and does not limit any other liability protection afforded to any of the Releasees under any applicable law. Any claim or action shall be submitted only to the State or Federal courts within the State of Maine. If any provision herein is held to be unenforceable, all other provisions shall be given full force and effect.

I have carefully read, understand, and agree to be bound by all terms of this Agreement. Each of the Releasees is a beneficiary of this Agreement. I understand that I have voluntarily given up substantial rights by entering into this Agreement. I intend this to be a complete and unconditional release of and indemnity against all Claims and/or Liabilities to the full extent allowed by law, but acknowledge and agree that no provision of this Agreement shall apply to the extent prohibited by law.

Name of Participant: _____ (Print) Email: _____	Signature of Participant: _____ (Sign) Phone: _____	Date of Birth: _____ Today's Date: _____
If Participant is under the age of 18: I certify that I am the parent or guardian of the Participant and have the authority to enter into this Agreement. Printed Name of Parent/Guardian: _____ Email: _____		Signature of Parent/Guardian: _____ Phone: _____ Today's Date: _____

