

Membership Form

Join/Renew at MOAC.org



| | |
|---|---|
| <input type="checkbox"/> Renewal | <input type="checkbox"/> New Member |
| <input type="checkbox"/> Individual (\$25/yr) | <input type="checkbox"/> Family (\$35/yr) |
| Mail to: PO Box 11251, Portland, ME 04104 | |

Primary Member

Secondary Member

| | |
|---|---|
| Name: | Name: |
| Street: | Street: |
| City: | City: |
| State: Zip: Phone: | State: Zip: Phone: |
| Email: | Email: |
| Emergency Contact Name, Phone, Relationship | Emergency Contact Name, Phone, Relationship |

MOAC PARTICIPANT/MEMBER AGREEMENT (Signature Required)

INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

This Participant Agreement (“Agreement”) affects your legal rights! Please read it carefully and ask if you have any questions.

For the services of Maine Outdoor Adventure Club (“MOAC”), a Maine non-profit corporation, I agree for myself (and for the minor participant if I am signing as a parent or guardian) to the following:

1. ABOUT

MOAC is a social nonprofit organization. Volunteers, who MOAC does not require to be trained, pre-qualified, tested, or rated, and receive no compensation, organize and lead outdoor trips and activities.

2. ACTIVITIES AND RISKS

MOAC activities may include but are not limited to all-season camping and backpacking, snowshoeing and other winter activities, socializing, nature walks, sea kayaking, canoeing, sailing, wading or swimming in fresh and ocean water, interacting with land and marine wildlife, rock climbing, mountaineering, biking, caving, cooking, fire-building, and other outdoor activities (“Activities”), individually or collectively, as the context may require.

Participating in the Activities may be physically, mentally, and emotionally challenging. Risks include but are not limited to: slipping; falling; being struck by or hitting objects; inclement weather or other natural forces; lack of fitness; poor judgment; my own or others’ negligence; failure to wear gear appropriate to the conditions on land or water; motion sickness or seasickness; submersion or drowning; failure to follow directions; stress; fatigue; overexertion; pathogens and diseases, such as Lyme Disease, from other people or animals, including mosquitos or ticks; social encounters that may spread illness, such as a flu or Covid-19; sunburn; dehydration; scrapes, bruises, severe soft-tissue injuries or amputations; sore feet or muscles; sprains or strains; broken bones; heat- or cold-related illnesses; cardiac or respiratory arrest; getting lost; being remote; equipment or structure malfunction or failure; vehicular accidents; property hazards; head, neck, or spine injuries, including paralysis; other hazards of traveling on the water or in mountainous terrain; and even death. Medical services or facilities may be limited or unavailable. Many other risks, injuries, illnesses, and damages, including unknown or unanticipated ones, exist.

3. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I freely **acknowledge and assume all risks, inherent or otherwise, inconvenience, harm, injury, loss, disability, or death that may occur to me or any person, or my or any property, arising directly or indirectly from, or related in any way to, at any time, my participating in any way with any of the Activities—including free time and travel to or from the Activities—even if caused by me, other participants, or the negligence of MOAC,** its directors, employees, volunteers, contractors, or any persons or entities affiliated with it or acting on its behalf, land owners/managers, municipal or government providers of use permits, or their respective employees, officers, or directors, individually or

collectively, as the context may require. I fully assume the risks of using my own equipment or any equipment or property that MOAC, a contractor, or a third party provides.

I am at all times fully and solely responsible for judging my abilities and for my own safety! I agree to equip myself properly and take appropriate safety precautions, including developing my safety skills to participate in any of the Activities. I understand that it is my responsibility to seek help or stop participating, if I need to do so. I understand that MOAC does not require me to participate in any of the Activities. I want to participate despite the possible dangers and risks and despite this Agreement. **MOAC cannot and does not guarantee safety or eliminate all risks.** MOAC is not obligated to, and may not know how or be able to, provide medical care. If I am injured, I give permission for others, including MOAC, to administer first aid, seek medical assistance, and call for help, as needed. This Agreement shall apply to the fullest extent allowed by law to any claim whatsoever because of first aid treatment or services rendered to me, **even if caused by the negligence of MOAC or others. I assume all costs of any medical services provided to me,** including any costs associated with evacuation. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation. **MOAC reserves the right, at any time, to cancel or change any of the Activities. MOAC is not responsible for any costs or expenses I may incur or have incurred in these circumstances.**

4. LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

I agree to release (meaning I agree not to sue), **indemnify** (meaning I agree to pay or reimburse, including damages, costs, settlements, and attorney's fees), hold harmless, and defend MOAC, its directors, employees, volunteers, contractors, and all persons or entities affiliated with it or acting on its behalf, land or property owners/managers, municipal or government providers of use permits, and their respective employees, officers, and directors, individually or collectively, as the context may require ("Released Parties"), **from any and all liabilities, claims, causes of action, and demands, to the maximum extent allowed by law, that arise in any way from, or are in any way related to, at any time, any inconvenience, injury, death, loss, damage, or harm to me,** to any other person, or to any property, in connection, directly or indirectly, with my participation in any of the **Activities or travel to or from any of the Activities.**

THIS INCLUDES CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES, OTHERS, OR MYSELF, WRONGFUL DEATH, STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES, BREACH OF CONTRACT, AND ANY OTHER TYPE OF SUIT. The release, indemnification, hold harmless, and defense include claims brought, at any time, against Released Parties by—or on behalf of—me, my child, or others. This Agreement is intended to be enforced to the fullest extent that the law permits only and does not include claims of wanton acts or omissions, grossly negligent acts or omissions, or any other claims not permitted under Maine law.

5. SEVERABILITY AND ENTIRE AGREEMENT

If a court or other appropriate authority finds any part of this Agreement to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any invalid provision shall be modified or partially enforced, as the case may be, to the maximum extent permitted by law to carry out the purpose of the Agreement.

This Agreement is the entire Agreement between MOAC and me. I waive any claims I might have for breach of contract or warranty for statements or representations made outside this Agreement.

6. APPLICABLE LAW; FORUM; ATTORNEY'S FEES

The laws of the State of Maine (not including its choice-of law or conflict-of-law rules or laws that apply or might apply the laws of another jurisdiction) shall exclusively govern this Agreement and any dispute. I consent to jurisdiction in Maine and agree that any suit, mediation, or arbitration arising from or in any way related to this Agreement shall be filed and occur only in the State of Maine. Any suit shall be filed exclusively in the Superior or District Court of Cumberland County, in Portland, Maine, or in the U.S. District Court for Southern Maine. If I contest the validity of this Agreement and do not prevail, I agree to pay all attorney's fees and costs of MOAC in litigation.

7. PHOTOGRAPHS

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

I hereby certify that I have read this document and understand and agree to its content.

Signature: _____ Date: _____

Signature: _____ Date: _____