

Release of Liability

In exchange for participating in excursions organized by the MDI Photo Club, use of equipment provided by the MDI Photo Club, and shared vehicular rides that may be provided by members MDI Photo Club or organizers of the excursions (which excursion, use of equipment, and sharing of rides are together referred to here as the “photo excursion”), I, _____, of _____, agree for myself and, if applicable, for my child/ren, (please list all who are participating in the photo excursion) _____, to the following:

1. I agree to follow all rules and warnings, whether posted or given orally by the organizers and directors of the excursion, and to follow all warnings, rules, ordinances, policies and laws regarding the area in which the excursion will take place. I acknowledge that many of those rules, warnings, ordinances, policies and laws are designed to protect my safety and comfort, and the comfort and safety of those around me. Although the organizers of the photo excursion might specifically iterate some of the warnings or rules of behavior regarding the area in which the excursion will take place, I acknowledge that there may be many additional warnings or rules of behavior, not stated by the organizers. By entering into this Release of Liability, I, on behalf of myself and my children, release the organizers, other participants in the photo excursion, the MDI Photo Club, and members of the MDI Photo Club from any and all responsibility to recite the warnings, rules, ordinances, policies and laws regarding the area in which the excursion will take place.
2. I recognize that there are certain inherent risks associated with the photo excursion, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge the MDI Photo Club, its members and the organizers of the photo excursion from injury, loss or damage arising out of my or my family’s participation in the photo excursion. This assumption of responsibility, release and discharge applies regardless of whether the loss or damage is caused by the fault of myself, my family, other participants in the photo excursion, members of the MDI Photo Club, organizers of the photo excursion, or other third parties.
3. I agree to indemnify and defend the MDI Photo Club, its members and the organizers of the photo excursion against all claims, causes of actions, damages, judgments, costs or expenses, including attorney fees and other costs of litigation, which may arise from my or my family’s participation in the photo excursion. Any legal or equitable claim that may arise from participation in the photo excursion shall be resolved under the laws of the State of Maine.

4. I agree to pay for damage to the equipment and vehicles used during the photo excursion caused by my or my family's negligent, reckless, or willful actions.
5. I acknowledge and agree that I am under no pressure or duress to sign this Release of Liability, and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Release of Liability if I so desire, and that the MDI Photo Club has offered to refund any fees that I have paid to participate in the photo excursion if I choose not to sign this Release of Liability.
6. This Release of Liability and each of its terms are the product of an arms' length negotiation between the MDI Photo Club, the organizers of the photo excursion, members of the MDI Photo Club, and myself. In the event any ambiguity is found to exist in the interpretation of this Release of Liability, or any of its provisions, I, for myself and my family, reject the application of any legal or equitable rule of interpretation which would lead to a construction either for or against a particular party based upon their status as the drafter of a specific terms, language or provision giving rise to such ambiguity.
7. The invalidity or unenforceability of any provision of this Release of Liability, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Release of Liability or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Release of Liability.
8. In case of an emergency, please call _____
(relationship: _____) at _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____