

RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the vessel services provided by Maine Imaging, LLC ("Maine Imaging") (hereinafter referred to as the "Activities") I, agree to the following terms and conditions. I understand that this document affects my legal rights and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement. **This Agreement is effective on the date signed by me.**

- 1. General Release and Waiver of Liability.** In consideration of the services provided by Maine Imaging, I, voluntarily release and forever discharge and agree not to sue Maine Imaging or its agents, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers or manufacturers, or any other persons or entities acting in any capacity on Maine Imaging's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my participation in the Activities or use of Maine Imaging facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties. I understand that this release of liability will prevent me from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using Maine Imaging facilities.
- 2. Acknowledgement of Risks.** I understand that my participation involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me or to third parties.
- 3. Assumption of Risks.** After being fully informed of the above risks, I expressly agree and promise to accept and assume all known and unanticipated risks associated with participation in the Activities and use of Maine Imaging's facilities. I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this form I am giving up my right to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me that results from such risks. I understand that I have the right to refuse to sign this form, and Maine Imaging has the right to refuse to let me participate if I do not sign this form.
- 4. Indemnification Agreement.** I hereby agree to hold harmless, indemnify and defend the Protected Parties from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, settlement amounts and liabilities and any and all costs and expenses in connection therewith, including attorneys' fees and costs of investigation (collectively the "Claims"), arising out of or connected with my participation in the Activities or use of Maine Imaging's facilities, regardless of whether the Claims are the result of the negligent acts or omissions of myself, the Protected Parties, or third parties, including other participants in the Activities. Such indemnity obligation shall include, but not be limited to, any claim, action or proceeding that alleges that I negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at Maine Imaging.
- 5. Certifications.** In order to assist Maine Imaging in effectively providing for my safety, I certify that: - I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health - I possess a sufficient level of physical fitness and skill to safely participate in the Activities, and I have no pre-existing physical or medical conditions that might be impacted or worsened by use of Maine Imaging facilities, including pregnancy, orthopedic problems, including back problems, heart problems, or breathing problems - I will not utilize the facilities of Maine Imaging while I am under the influence of any drugs, alcohol or medications that may impair my physical activities or judgment - I agree to follow all safety rules of Maine Imaging and to alert Maine Imaging staff to any rules violations or dangerous behavior of other participants - I understand that my failure or refusal to abide by the safety rules of Maine Imaging or by instructions and directions of Maine Imaging staff can lead to the immediate revocation of my right to use Maine Imaging facilities, without any right to refund of any payments made - I will notify Maine Imaging staff before I participate in Activities if I have been diagnosed with behavior disorders or are taking any behavior modification medications - I will inform Maine Imaging staff immediately if I feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities - I am aware that Maine Imaging staff may need to end my participation in the Activities if my actions present a danger to myself or others. I authorize Maine Imaging staff to administer emergency first aid and CPR to me when deemed necessary by Maine Imaging staff - I authorize Maine Imaging staff to secure emergency medical care or transportation if deemed necessary by Maine Imaging staff, and I agree to assume all costs of emergency medical care of transportation. - I acknowledge that Maine Imaging encourages each participant to obtain medical clearance prior to participating in the Activities - I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or if not, I agree to bear the costs of such injury or damage to me and others.
- 6. Attorney's Fees.** I promise to indemnify Maine Imaging for any attorneys' fees and costs incurred by Maine Imaging to enforce this agreement, including costs associated with any collection efforts. If Maine Imaging obtains a judgment against me pursuant to this agreement, prejudgment and post-judgment interest shall accrue thereon at the maximum amount allowed by applicable law.
- 7. Governing Law; Venue; Dispute Resolution.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Maine without regard to the conflict of law rules of the state of Maine.
- 8. Entire Agreement; Severability.** I understand that this is the entire agreement between the undersigned and Maine Imaging, and that it cannot be modified or changed in any way by the representations or statements of Maine Imaging or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements. I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the state of Maine and that if any portion thereof is held invalid, it is agreed that the remainder of the agreement will remain in effect and will continue in full legal force and effect.
- 9. Effect of Agreement.** I have read the above and fully understand the terms of this agreement and I have either consulted an attorney regarding the agreement or have elected not to do so. **I am aware that by signing this agreement, I am giving up rights that I may have to bring a legal action or assert a claim against the Protected Parties on the basis of their negligent acts or omissions. I understand that by signing this agreement I may be found by a court of law to have forever waived my rights to maintain any action against the Protected Parties on the basis of any claim from which I have released the Protected Parties.** I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me. I have had reasonable and sufficient opportunity to read and understand this entire agreement. I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this agreement. I acknowledge that Maine Imaging staff may require me to present a picture I.D. to verify my identity.

The parties hereby agree to waive any legal presumption that this instrument be construed against the drafter.

Date: _____

Signature: _____

Print Name: _____