

Carrabassett Valley Outdoor Association

Membership WAIVER – 2020

For membership through December 31, 2020



2013 insurance company regulations require that each CVOA member have a signed Waiver of Liability on file, in order for CVOA and range membership to be valid.

RELEASE AND WAIVER OF LIABILITY AGREEMENT - CARRABASSETT VALLEY OUTDOOR ASSOCIATION

I, acknowledge that I voluntarily have chosen to join CARRABASSETT VALLEY OUTDOOR ASSOCIATION ("CVOA"), or join or participate in an activity of CVOA, I am aware that activities performed by members such as myself which may include, firearms and archery devices at CVOA's shooting range, hiking, biking, skiing, snowmobiling, snowshoeing, canoeing, kayaking and other watercraft activities, the observation of wildlife, flora and fauna, and social and educational activities.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, BY SIGNING THIS DOCUMENT, I AM WAIVING ANY AND ALL LIABILITY ACTIONS WHICH I MIGHT PURSUE AGAINST CVOA FOR ANY AND ALL BODILY INJURY OR INJURIES, DEATH OR DEATHS, OR PROPERTY DAMAGE, INCLUDING ANY AND ALL LIABILITY ACTIONS ARISING OUT OF NEGLIGENCE ON THE PART OF CVOA, ITS AGENTS, OFFICERS, AND/OR MEMBERS.

In particular, such activities may include but are not limited to the following risks:

1. Risk of injury from the activity and equipment utilized in outdoor activities is significant including the potential for permanent disability and death.
2. Exposure to water hydraulics, hidden or obvious obstructions, and/or debris found in rivers can cause drowning or other harm.
3. Possible equipment failure and/or malfunction of my own or others' equipment
4. Running into objects, persons, or animals and other hazards that are not visible.
5. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of CVOA.
6. Hazards related to watercraft which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms, and/or drowning.
7. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
9. Attack by or encounter with insects, reptiles, and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. My sense of balance, physical coordination and ability to follow instructions.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

As consideration for being permitted by CVOA to become a member and to participate in the. aforementioned activities, I forever release CVOA, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

This Release and Waiver of Liability Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Maine.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CVOA, AND I SIGN IT OF MY OWN FREE WILL. I also understand this release and waiver shall remain in affect while I am a member of the CVOA, or at any time I join or participate in any activity of CVOA.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED. If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Member and that the Member understood them.

OR Complete your membership application online at www.cvoutdoors.com