

# Brownstone Exploration & Discovery Park, LLC.

## WAIVER OF CLAIM AND RIGHT TO SUE, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

PLEASE PRINT

Participant's Name: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Scuba Divers #: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Type of Certification: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

**PLEASE BE AWARE THAT BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS IS A RELEASE OF YOUR RIGHTS TO SUE BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC., AND/OR THE TOWN OF PORTLAND, OR THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS (HEREINAFTER THE "RELEASES") FOR PERSONAL INJURIES OR WRONGFUL DEATH OR PROPERTY DAMAGE, ANTICIPATED OR UNANTICIPATED, SUSTAINED BY YOUR ENTRANCE AND PARTICIPATION IN ANY ACTIVITY ON OR ABOUT THE PREMISES OF THE RELEASES INCLUDING PARTICIPATION IN THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING AND/OR SNORKELING AND/OR SWIMMING AND/OR CLIMBING, AND/OR BIKING AND/OR HIKING AND/OR ZIP LINES AND/OR OTHER ACTIVITIES OR AS A RESULT OF ANY NEGLIGENCE OF THE RELEASES DURING YOUR PARTICIPATION IN ANY OF THE ABOVE ACTIVITIES AT THE BROWNSTONE EXPLORATION & DISCOVERY PARK**

IN CONSIDERATION of permitting me to enter the premises known as Brownstone Exploration & Discovery Park for any purpose, including but not limited to participation in swimming, snorkeling, scuba diving, climbing, hiking, biking and/or any other activities; I, for myself, my personal representatives, heirs, executors, administrators, assigns, or next of kin, do hereby acknowledge that scuba diving and/or snorkeling and/or swimming and/or climbing and/or biking and/or hiking and/or any other park activities including specifically rental and/or use of equipment if applicable (hereinafter the "Activities") are potentially dangerous and involve the risk of serious injury and/or death and/or property damage, and hereby release, waive, discharge, and agree not to sue the Releases for personal injury, property damage, or wrongful death occurring to me which arises out of or is related to participation in any of the Activities that may occur on or about the premises of the Releases, whether caused by the negligence of the Releases, or otherwise. The premises of the Releases (hereinafter the "Premises") shall cover and include all areas, and facilities including but not limited to parking facilities, picnic areas, campground, rest rooms, offices, showers, and every other area on or about Brownstone Exploration & Discovery Park or connected with the same.

I REPRESENT AND CERTIFY that my participation in SKIN and/or SCUBA DIVING is as a certified scuba diver or under the direction of a certified instructor trained in safe diving practices. I do hereby affirm and acknowledge the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming. I fully understand that these risks can lead to severe injury and even death.

I ASSUME full responsibility for any risk of bodily injury, wrongful death or property damage arising out of, or related to, participation in any Activities on or about the Premises of the Releases, whether foreseen or unforeseen, and whether caused by the negligence of the Releases, or otherwise.

I ACKNOWLEDGE that there is no lifeguard on duty and that I have been given an opportunity to inspect the property and my use of the Premises indicates my satisfaction with the condition of same.

I AGREE to indemnify and save and hold harmless the Releases from any loss, liability, damage or cost that may occur which arises out of any Activities on or about the Premises of the Releases, whether caused by the negligence of the Releases, or otherwise.

I AGREE to comply with all rules, terms and conditions for participation in any and all Activities. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I AGREE that by participating in or attending any of the Activities whether on or off the Premises, I consent to the use of any photographs, pictures film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right or privacy, compensation, copyright or other ownership right connected to same.

I UNDERSTAND that scuba diving with compressed air involves certain risks, and injuries can occur which require treatment in a recompression chamber. I fully understand that Brownstone Exploration & Discovery Park's facility is a remote site, either by time or distance or both, from a recompression chamber, and I nevertheless expressly assume the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming in such a remote site. I hereby personally assume all risks and hazards in connection with said Activities for any personal injury, wrongful death, or property damage that may befall me as a result of my participation in these activities at Brownstone Exploration & Discovery Park's facility whether foreseen or unforeseen, and I still wish to proceed with these activities despite the absence of a recompression chamber in proximity to the Brownstone Exploration & Discovery Park's facility.

I ACKNOWLEDGE that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases and agree that this Waiver of Claim and Right to Sue, Express Assumption of the Risk, Release of Liability, and Indemnity Agreement extends to all acts of negligence by the Releases, including negligent rescue operations.

I AGREE, in executing this document, I am not relying upon any oral or written representations or statements made by the Releases other than what is set forth in this agreement. If any other provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I AGREE that this agreement shall be effective from the date first written below and shall be continuing in nature for subsequent visits until **December 31, 2011**.

**I DECLARE THAT I HAVE READ THIS CONTRACTUAL DOCUMENT ENTITLED WAIVER OF CLAIM AND RIGHT TO SUE, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.** I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

**PARTICIPANT:** \_\_\_\_\_  
(Please print) (Signature required) (Age) (Date)

**WITNESS:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee having been made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releases from any loss, liability, damages, or cost that may occur which arises out of my minor child's scuba diving and/or snorkeling and/or swimming and/or climbing and/or any other activities on or about the premises of the Releases, whether caused by the negligence of the Releases, or otherwise.

**PARENT/GUARDIAN:** \_\_\_\_\_  
(Please print) (Signature required) (Date)