



BikeMaine Volunteer Release and Waiver of Liability

This Release and Waiver of Liability (“Release”) is executed on this _____ day of _____ 2019, by _____ (“Volunteer”) in favor of Bicycle Coalition of Maine, a non-profit corporation, BikeMaine 2019, and their directors, officers, employees, sponsors, partners and agents (collectively referred to as the “Coalition”).

Volunteer desires to work as a volunteer for the Coalition’s BikeMaine 2019 event and engage in the activities related to being a volunteer for that event, which activities may include, but may not be limited to, lifting and moving things, loading and unloading items, setting up and taking down the BikeMaine Village, assisting BikeMaine riders on routes and in the BikeMaine Village, camping in the BikeMaine Village, assisting in the preparation and serving of food, and being transported in or driving a vehicle (all of which, along with any other activities in which Volunteer may participate in connection with the BikeMaine 2019 event, are referred to as the “Activities”).

Volunteer, in consideration of and as a condition to participating in BikeMaine 2019 as a volunteer, hereby freely, voluntarily, and without duress executes this Release and agrees to the following terms:

Release and Waiver of Liability: Volunteer, on his or her behalf and on behalf of his or her heirs, personal representatives and assigns, does hereby release and forever discharge and hold harmless, the Coalition and its board of directors, employees, successors and assigns of and from any and all liability, claims, and demands of any kind or nature whatsoever, in law or in equity, arising out of or relating to Volunteer’s Activities with the Coalition. Volunteer understands that this Release discharges the Coalition from any liability or claim that the Volunteer may have against the Coalition with respect to any personal injury, illness, death, or property damage or loss that may result from Volunteer’s Activities with the Coalition, whether caused by the negligence of the Coalition or its officers, directors, employees, sponsors, partners, or agents or otherwise. Volunteer also understands that the Coalition does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance or benefits, in the event of injury, illness or property damage or loss.

Medical Treatment: Without limiting the foregoing release and waiver of liability, Volunteer does hereby release and forever discharge and hold harmless the Coalition from any liability, claim or demands whatsoever arising from or relating to any first aid, medical treatment or other service rendered to Volunteer in connection with the Volunteer's Activities with the Coalition.

Insurance: Volunteer understands that, except as otherwise agreed to by the Coalition in writing, the Coalition does not carry or maintain health, medical, or disability insurance for any Volunteer. The Coalition, in its sole discretion, may carry Volunteer Accident Insurance that may provide some benefits for certain accidents involving volunteers for the BikeMaine 2019 event. Any coverage under such insurance, if applicable to any claim, would be secondary to any insurance carried by Volunteer. Volunteer is encouraged to have his or her own medical, health and accident insurance coverage. The Coalition makes no representations or warranties whatsoever regarding the availability or coverage of any insurance.

Photographic Release: Volunteer grants and conveys to the Coalition all rights, title, and interest in any and all photographic images and video or audio recordings of the Volunteer made by the Coalition during the Volunteer's Activities with the Coalition, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Volunteer grants permission to the Coalition to use any such materials in any coverage of the BikeMaine 2019 event and in promotional materials, events or publications.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maine and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. If any provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. Exclusive jurisdiction of any disputes between Volunteer and any party released hereunder shall be exclusively in the courts of the State of Maine, and the venue for such disputes shall be Cumberland County, Maine.

I REPRESENT THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS RELEASE, HAVE SIGNED IT OF MY OWN FREE WILL, AND HAVE NOT RELIED ON ANY INDUCEMENT, ASSURANCE OR REPRESENTATION OF THE COALITION OF ANY RELEASED PARTY IN EXECUTING IT.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer Signature: _____

Print Name: _____