

## Acknowledgment and Assumption of Risks, and Agreement of Release and Indemnity

The success of the program in which you (or son, daughter or ward) is participating depends to a large extent on good communication among all parties involved, including school and parents and guardians of students under 18 years of age. It is important to World Ocean School that you understand the nature of its programs and that you are informed regarding certain issues including risks and limitations of liability. Your signature below reflects certain understandings and, with respect to adult students and parents and guardians, certain agreements. The school, parent or guardian makes these agreements for himself or herself individually, and on behalf of and for the minor student. "I" and other first person references, below, are to the minor and adult student and to the school or parent or guardian unless indicated otherwise.

**For and in consideration of being allowed to participate in the World Ocean School Program for which I (or my child or ward) have enrolled, I understand and agree as follows:**

I am aware that certain risks and dangers may be encountered during the program in which I (or my child or ward) will be participating, offered by World Ocean School, its agents and associates. Some of these risks include, but are not limited to, the hazards of sailing aboard a traditionally rigged schooner along the eastern seaboard, launching - sailing and rowing the ship's dories, accidents or illnesses at sea distant from medical facilities; the unpredictable forces of nature; acts of terrorism, and travel by air, train, automobile, boat or other means of conveyance. These risks may result in the loss of property, personal injury, including emotional trauma, and in extreme cases even death.

You acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. You agree that you voluntarily assume all risks related to exposure to COVID-19 and agree not to hold World Ocean School or any of its affiliates, directors, officers, employees, agents, contractors or volunteers liable for any illness or injury related to COVID-19 and your interaction with World Ocean School.

I understand that members of the staff of World Ocean School have been available to answer any questions I might have regarding these or any other items which describe the World Ocean School program. Any questions I have had have been fully answered to my complete satisfaction.

I acknowledge and assume the risks described above and all others associated with the activities in which I, or my students, child or my ward, will be participating and accept full responsibility for my, or the child's physical and emotional safety, personal property and well-being in encountering such risks.

As an adult student or, and as parent or guardian of a minor student, individually and on behalf of that minor student, I hereby agree, to the fullest extent allowed by law as follows:

- 1) to release World Ocean School, its trustees, agents, representatives, officers, directors, employees, owners, independent contractors and all others associated with it, and the owners of properties on which World Ocean School activities may take place (the Released Parties), from any right, claim or cause of action which I, or the minor student may have for any injury, damage or loss to person or property arising from my (or the minor student's) enrollment or participation in any activity of World Ocean School. Such rights, claims or causes of action include those for personal injury, wrongful death, emotional trauma, property damage, products liability (including strict liability), breach of warranty or contract, or any other legal theory, except the gross negligence or intentional wrongs of World Ocean School.
- 2) to defend, hold harmless and indemnify World Ocean School and other Released Parties from any claim, and from any liability, loss damages or expenses (including reasonable attorneys' fees) resulting from a claim, including one brought by a fellow student, rescuer, a member of my, or the minor student's family, or any other person asserting a loss the proximate cause of which is my or the child's participation in the activities of World Ocean School.
- 3) I am aware that The World Ocean School is a charitable corporation located in Camden, County of Knox, Maine U.S.A. All matters relating to or arising out of or involving in any way my (or my student's son's, daughter's or ward's) relationship with World Ocean School shall be governed by the substantive laws of the State of Maine and any mediation or suit shall be filed only in the State of Maine. If a dispute with World Ocean School or the Released Parties cannot be amicably resolved, I agree to submit the matter to mediation before a mutually agreeable mediator recognized by Maine courts, in an effort to avoid suit. I agree to pay all costs and attorneys' fees incurred by World Ocean School or the Released Parties in defending a claim or suit if the claim or suit is withdrawn or to the extent a court determines that World Ocean School or the Released Parties is not responsible for the claim, injury or loss.

If any part of this agreement is found to be invalid, the remainder of the agreement nevertheless shall be of full force and effect. The terms of this Acknowledgment and Assumption of Risks, and Release and Indemnity Agreement are binding upon me, the minor student, my heirs, executors, administrators and all members of my family.

I understand and agree that this acknowledgement and assumption of risk and agreement of release and indemnity is intended to be as broad and inclusive as is permitted by the State of Maine and if any provision shall be found to be unlawful, void or for any reason unenforceable, then that provision shall be severed from this agreement and does not affect the validity and enforceability of any remaining provisions.

I affirm that this agreement supersedes any and all previous oral or written promises or agreement. I understand that this is the entire agreement between me and World Ocean School and cannot be modified or changed in any way by representations or statements by any agent or employee of World Ocean School. This agreement may only be amended by a written document duly executed by all parties.

I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me, my child or my ward taken by World Ocean School, its agents, employees and representatives, contractors or the media become the sole property of World Ocean School. I grant the right, permission and authority to World Ocean School and its designees to use my name, my child's name or my ward's name or any such photographs, motion pictures, recordings and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising and marketing activities. I further understand that World Ocean School and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings and/or likenesses.

**Please sign one of the below—whichever is appropriate to your position.**

<b>X</b> _____	STUDENT SIGNATURE	DATE
<b>X</b> _____	PARENT OR GUARDIAN SIGNATURE (IF STUDENT IS UNDER 18)	DATE
<b>X</b> _____	PRINTED NAME OF STUDENT ( <u>AND</u> PARENT OR GUARDIAN IF STUDENT IS UNDER 18)	