

RELEASE AND INDEMNITY AGREEMENT  
INDIAN TOWNSHIP FITNESS CENTER

Name, address and telephone number of person signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Phone #: \_\_\_\_\_

“Activities”

The word “Activities” shall mean the use of the equipment, facilities and services at, or provided by or through, the Indian Township Fitness Center, which is owned and operated by the Passamaquoddy Tribe.

“Any children”

The words “any children” shall mean individually or collectively the following named child or children (if any) who is/are/will be participating in activities whether or not accompanied by the undersigned.

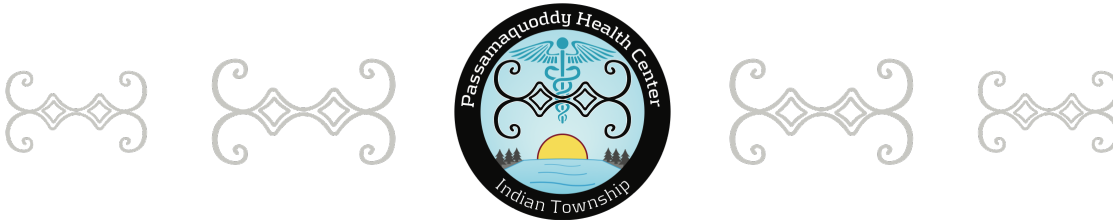
Name and age of each child:

Relationship of child to person signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, for due consideration, including in consideration of the services being rendered in connection with Activities in which I and/or any children will participate, and as part payment for the opportunity for me and/or any children to participate in Activities, enter into this Release and Indemnity Agreement and acknowledge, accept, and agree to the following provisions:

1. I acknowledge and agree that there are inherent risks in strength, flexibility, an aerobic exercise, including without limitation in the use of equipment and facilities.
2. I, for myself and my heirs, successors, assigns, and personal representatives, hereby release and discharge the Passamaquoddy Tribe (the “Tribe”) and its agents, employees, officers, directors, volunteers, and successors and assigns (hereinafter referred to individually or collectively as “Releasees”) from any liability or causes of action whenever arising for, or on account of, property damage, economic loss, person injury or death arising out of, or related to, my participation in Activities, or the participation of any children in Activities, and including without limitation any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.
3. Further, for and on behalf of any children and their heirs, successors, assigns and personal representatives, I hereby release and discharge Releasees from any liability or causes of action whenever arising for, or on account of, property damage, economic loss, person injury or death, arising out of, or related to,



his/her/their participation in Activities or my participation Activities, and including without limitation any liability or causes of action based on, asserting, or caused by, the negligence or Release or of other persons.

4. I further hereby agree to indemnify and hold harmless Releasees of, from, for, and as to, any liability, claims. Or causes of action whenever arising for, or on account of, property damage, economic loss, personal injury or death, sustained by me or by any children or by anyone else, related to , or arising out of, my participation in Activities, or the participation of any children in Activities, and including without limitation, any liability, claims, or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.
5. I agree that Releasees are not releasing any claims or causes of action.
6. This Release and Indemnity Agreement shall be binding on me and on my heirs, successors, assigns and person representatives.
7. Releasees do not waive any rights, protections, or immunities under the Maine Tort Claims Act or under any other statute or rule of law.
8. I ACKNOWLEDGE AN AGREE THAT THIS RELEASE AND INDEMNITY AGREEMENT, WITHOUT LIMITATION, EXTENDS TO AND INCLUDES ALL ACTS OF NEGLIGENCE BY THE RELEASEES AN IS INTENDED TO BE AS BROAD AN INCLUSIVE AS PERMITTED BY LAW.
9. This Release and Indemnity Agreement shall apply to all activities in the future and shall remain in full force and effect until terminated by me by written notice provided to the tribe, and them shall continue to apply to any events or occurrences that happened prior to the date of termination and any claim, liabilities, or causes of action that may arise out of any event or occurrence that happened prior to termination.

HAVE READ AND SIGN THIS RELEASE AND INDEMNITY AGREEMENT VOLUNTARILY AND FULLY UNDERSTAND ITS TERMS.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature  
(Under 18 years of age Parent/Guardian must sign)