

UNIVERSITY OF MAINE SYSTEM
RELEASE AND ASSUMPTION OF RISK
Calendar Year 2025

I, _____, (name) agree and declare:

1. That I have voluntarily agreed to participate in the **Annual USM Hikes Bradbury Mountain**, on _____ and in consideration of being permitted to participate in the Program, do voluntarily execute this "Release and Assumption of Risk" on behalf of myself, my heirs and next-of-kin, my personal representatives and my estate. That I have been fully informed of the nature, scope and demands of the Program, and I understand that the Program may include activities, which could be dangerous to me, and other participants and which could cause property damage, bodily injury and/or death.
2. That the University of Maine System and its University of (hereinafter referred to as the "University") has informed me that there may be dangers and hazards inherent to participants in the Program because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any real or personal property owned by me or damaged by me, while I am participating in the Program and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my real or personal property, my personal injury or death, or the personal injury, death or damage to real or personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Program and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents. *See below for specific risks and dangers of the Program.
3. I declare that I am able to physically withstand and cope with the indicated rigors of the Program with or without a reasonable accommodation.
4. This "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I DECLARE THAT I COMPLETELY UNDERSTAND AND HAVE FULLY INFORMED MYSELF OF THE TERMS AND CONDITIONS OF THIS "RELEASE AND ASSUMPTION OF RISK" BY HAVING READ IT, OR HAVING IT READ TO ME, BEFORE SIGNING AND I INTEND TO BE FULLY BOUND THEREBY.

Assented and agreed to on this _____ day of _____, 2025.

Signature of Participant: _____

Printed Name: _____

Employee ID: _____

*Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following - normal risk of participation, accidental trips and falls, sprains, etc.

For Level 2 incentive credit, please forward this signed and completed form to usmwellnesscommittee@maine.edu.