SEACOAST SCIENCE CENTER

INSPIRING CONSERVATION OF OUR BLUE PLANET

PARTICIPATION AGREEMENT

RELEASE AND ASSUMPTION OF RISK

In consideration of the services of the Seacoast Science Center, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SSC"), I, on behalf of myself and/or the Minor(s) listed below, if applicable, hereby agree to release, indemnify and discharge SSC on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that snorkeling, surfing, paddle boarding and kayaking entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. Therefore, I voluntarily release, forever discharge, agree to indemnify and hold harmless and covenant not to sue, SSC from or in connection with any and all claims, demands, or causes of action, which are in any way connected with (i) my participation in this activity, (ii) my use of SSC's equipment or facilities, including any such claims which allege negligent acts or omissions of SSC, or (iii) any acts or omissions to act of SSC or any independent contractor or other third party with which SSC arranges to provide the services and/or activities covered hereby. This Agreement does not affect or otherwise limit any rights the undersigned, on behalf of himself, herself or any applicable Minor(s), may have as between any such individual and any independent contractor or other third party with which SSC arranges to provide the services and/or activities covered hereby.

4. Should SSC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SSC, I agree to do so solely in the State of New Hampshire and I further agree that the substantive law of the State of New Hampshire shall apply in that action without regard to the conflict of law rules thereof. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I will respect the boundary limits as explained to me by the Center staff.

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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SSC on the basis of any claim from which I have released them herein. To the extent that I am signing this Agreement on behalf of any Minor(s), I represent and guarantee that I have full authority to do so, realizing the full binding effect of this Agreement on such Minor(s), as well as on myself.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant_____Date_____

Print name_____

Street Address_____

City, State, zip _____

Home Phone_____ Alt. Phone_____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print name(s))

("Minor(s)") being permitted by SSC to participate in its activities and to use its equipment and facilities, I agree, on behalf of myself and the Minor(s) listed above, to the terms and conditions set forth herein, and further agree to indemnify and hold harmless SSC from any and all claims brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Signature of Parent or Guardian_____
Date_____

Print Name_____