

**WILDERNESS MEDICAL ASSOCIATES (WMA)**

Fill in sponsors name here

**(SPONSOR)**

**COURSE PARTICIPANT RELEASE AND INDEMNITY AGREEMENT**

I understand that participation in one of WMA's courses and programs in wilderness medicine (the "activities") involves inherent risks and dangers, including hazards associated with training in an outdoor environment that may include heat, cold or altitude or uneven terrain, and participating in training exercises in outdoor areas that are remote (although accessible) and, as in all outdoor activities, are inherently dangerous. I understand that such activities are often physically and emotionally demanding. I further understand that I will be participating in emergency medical training scenarios with other students under circumstances where accidents, mistakes or other circumstances may result in injury to me. To enable WMA to provide its courses and programs and to allow *Sponsor* to sponsor the same and as partial consideration for my participation in such courses and programs:

1. I voluntarily choose to participate in the activities and accept and assume the risk of bodily injury, death or property damage occurring while participating in them notwithstanding such risks and dangers.

2. I, for myself and my heirs, successors, assigns and personal representatives, hereby absolve, release and discharge WMA and *Sponsor*, their respective agents, employees, officers, directors, volunteers and successors and assigns (hereinafter referred to individually or collectively as "Releasees") from any blame or liability or causes of action whatever, whether based on tort, contact, express or implied, or any other theory, arising from, or on account of, property damage, economic loss, personal injury or death, related to or arising from my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.

3. I further hereby covenant not to sue and agree to indemnify and hold harmless Releasees from any liability or causes of action whatsoever arising from property damage, economic loss, personal injury or death, related to my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons and including, without limitation, liability for loss of consortium which may be asserted by my spouse or others, and agree to pay the legal fees and expenses of Releasees associated with the defense of any claims brought in violation of this Agreement.

*Provided, however,* that nothing herein shall operate to preclude me from making a claim for workers compensation if I would be entitled to make such a claim in the absence of this Agreement.

4. This Agreement shall be governed by the laws of the State of Maine. By signing this Agreement I further agree that the State of Maine will be the exclusive jurisdiction in which I may bring any suit related to or arising out of the activities. This Agreement shall be binding on me and on my heirs, successors, assigns and personal representatives. If any provision herein is invalid or unenforceable, in whole or in part, that shall not affect the validity or enforceability of any other provision.

**CAREFULLY READ BEFORE SIGNING!**

Participant Signature (**not a minor**) : \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

*If participant is under 18, must also be signed by parent or legal guardian.*

Parent or Legal Guardian Signature (**signing on behalf of a minor**): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_