

Chewonki Foundation Guest & Visitor Waiver

Last Updated 3/26/2026

READ CAREFULLY — THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS. BY SIGNING, I ACKNOWLEDGE RISKS AND, TO THE FULLEST EXTENT PERMITTED BY MAINE LAW, ACCEPT RESPONSIBILITY FOR MY PARTICIPATION.

1) Parties & Activities. This Agreement is between **Chewonki Foundation, Inc.** (including its officers, employees, contractors, volunteers, insurers, and landowners, collectively the **“Released Parties”**) and the undersigned **Participant** (or **Parent/Guardian** for a minor). Activities include overnight lodging in group cabins; walking on uneven terrain; participation in community living and meal service (including exposure to common food allergens despite reasonable controls); and low ropes course instruction and participation (balance elements, ground-based team challenges, spotting, lifting/straining, slips/trips/falls).

2) Risks I Understand. Risks include, without limitation: trips/falls; strains/sprains; impact with structures/equipment/people; splinters and minor cuts/scrapes; insect bites; weather exposure; allergic reactions; and errors in judgment by me or others. I understand following staff instructions is essential to reduce—not eliminate—risk. Facilitators operate under written procedures aligned to commonly used ACCT/ANSI challenge course practices.

3) Assumption of Risk (Adults). I voluntarily participate and assume all inherent and other risks of these activities, whether known or unknown, including risks arising from the ordinary negligence of Released Parties, to the maximum extent allowed by Maine law.

4) Release & Waiver (Adults). To the fullest extent permitted by Maine law, I RELEASE, WAIVE, AND DISCHARGE the Released Parties FROM LIABILITY FOR THEIR ORDINARY NEGLIGENCE related to my participation, lodging, or meals. THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL/WANTON MISCONDUCT. I understand that clear, conspicuous terms are required and that ambiguous waivers may not be enforced.

5) Indemnification (Adults). I agree to defend, indemnify, and hold harmless the Released Parties from claims, including attorneys’ fees, arising from my acts or omissions or from my failure to follow rules/instructions.

6) Property Rules & Charges. I agree to comply with all site rules; to be responsible for damage I cause to facilities/equipment; to respect quiet hours and occupancy limits; and to use only designated areas.

7) Medical & Emergency. I certify I am fit to participate; I will disclose relevant medical or allergy information in advance; and I authorize emergency care if I am unable to consent. I understand that while reasonable efforts will be made to accommodate dietary needs, no environment can be guaranteed allergen-free.

8) Minors (Under 18).

- **Parent/Guardian Acknowledgment:** I am the legal parent/guardian of the minor named below. I give permission for the minor to participate, acknowledge the risks above, and agree to ensure the minor follows rules.
- **Important Maine Note:** Pre-injury releases signed by parents on behalf of minors are not reliably enforceable in many states, and Maine law is unsettled. Accordingly, this section does not waive the minor's own negligence claims but does (i) confirm my permission; (ii) state my assumption of risk and release for my own claims; and (iii) include my agreement to indemnify Released Parties for claims to the extent allowed by law.

9) Dispute Terms. Maine law governs; venue is Lincoln County, Maine. If any part is invalid, the rest remains enforceable (severability).

10) Electronic Signature. I agree an electronic signature has the same legal effect as a handwritten signature under Maine's UETA/ESIGN principles.

Full Name: _____

Email Address: _____ **Phone:** _____

If the participant is a minor, include:

Participant Minor Name: _____ **Participant Minor Age:** _____

***Authorized Signature:** _____ **Signed Date:** _____

**(Must be 18+ years old, or the parent/guardian of the participant.)*