

**Eastport Pirate Festival Inc.**  
**2015 Bed Race - Eastport, Maine**  
**September 12th, 2015**

**RELEASE AND WAIVER OF LIABILITY**  
**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I acknowledge and agree to the following as part of the consideration given by me for participating in this activity:

**DISCLAIMER**

The Eastport Pirate Festival Inc., its sponsors, servants, agents and promoters *and/or* officials of the said event, town, and police, fire departments, ambulance services, and their representatives, successors and assigned (herein known as "Servants and Agents") are not responsible for any loss, damage or injury suffered by any person either before, during or after participating in the Eastport Pirate Festival Bed Race and Parade (herein known as "Bed Race") sponsored by The Eastport Pirate Festival Inc..

**WAIVER AND RELEASE**

I voluntarily agree to assume all risks involved in the participation in the Bed Race activity. I agree to The Eastport Pirate Festival Inc., its Servants and Agents being relieved from all liability for damages, injury or losses of all and every description, however caused. I hereby release The Eastport Pirate Festival Inc., its Servants and Agents, of and from any and all actions, cause of actions, claims and demands, costs or damages of action, or any nature and kind however caused directly or indirectly arising out of or incurred in connection with the Bed Race activity. Further, I hereby grant full permission to any and all of the foregoing to use any photographs, videotapes, or images or any other record of this event for any purpose whatsoever.

**INDEMNIFICATION**

I agree to indemnify The Eastport Pirate Festival Inc., its Servants and Agents, for all claims, actions, costs, expenses and demands in respect of injury, loss or damage to my person or property in respect of injury, loss or damage to a third party or to his or her property, however caused, arising out of or in connection with my taking part in the Bed Race. This disclaimer, waiver, release and indemnity are binding on me and on my heirs, personal representatives, successors and assigns. I acknowledge having read this document. Upon signing this document I agree that I am legally bound by it.

DATED the \_\_\_\_\_ day of September, 2015

Team Member #1 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Team Member #2 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Team Member #3 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Team Member #4 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Team Member #5 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**NOTE: If participant is UNDER THE AGE OF 18 YEARS this document must be signed by a parent or guardian.** Dated the \_\_\_\_ day of September, 2015

I have read this Liability, Disclaimer, Waiver, Release and Indemnity From and agree that it applies to:

\_\_\_\_\_ (Name of Participant #1) Parent IGuardian Signature: \_\_\_\_\_  
\_\_\_\_\_ (Name of Participant #2) Parent IGuardian Signature: \_\_\_\_\_  
\_\_\_\_\_ (Name of Participant #3) Parent IGuardian Signature: \_\_\_\_\_  
\_\_\_\_\_ (Name of Participant #4) Parent IGuardian Signature: \_\_\_\_\_  
\_\_\_\_\_ (Name of Participant #5) Parent IGuardian Signature: \_\_\_\_\_