

2010 Eastport Pirate Festival Lobster Boat Race, Eastport, ME
September 12th, 2010

**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, 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 International Lobster Boat Race Bed Race and Parade (herein known as "International Lobster Boat Race")

WAIVER AND RELEASE

I voluntarily agree to assume all risks involved in the participation in the International Lobster Boat Race activity. I agree to The Eastport Pirate Festival, 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, 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 International Lobster Boat 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, 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 International Lobster Boat 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 _____, 2010

Boat Owner (Print Name): _____ Signature _____:

Racing Boat Name: _____

NOTE: If participant or passenger is UNDER THE AGE OF 18 YEARS this document must be signed by a parent or guardian.

Dated the _____ day of _____, 2010

I have read this Liability, Disclaimer, Waiver, Release and Indemnity From and agree that it applies to: _____ (Name of Participant)

Parent /Guardian Signature: _____