

**KENNEBUNKPORT RESORT COLLECTION
WAIVER AND RELEASE FROM LIABILITY**

Please read this document carefully. This document affects your legal rights.

NAME : _____ RESORT: _____
_____ UNIT NO.: _____

I/We acknowledge that there are certain inherent dangers in any recreational activity and in the use of any recreational equipment (including vehicles and craft). None of the companies within KRC, and none of the members, shareholders, directors, employees, agents, or contractors of any KRC companies, has made an effort to determine the medical, physical or other qualifications of any person engaging in recreational activities on KRC properties or using KRC recreational equipment; and do not accept any responsibility or liability for the same.

Injuries and property damage may occur during any recreational activity or from the use of any recreational equipment; some such activities and equipment involve the risk of serious injury or death. I/We assume all such risks of any activity in which we or our family members and guests participate, whether known or unknown, and whether inherent or otherwise. I/We take full responsibility for any injury or loss, including death, which I/We, or a minor child for which I/We signed, may suffer and arising in whole or in part from participating in any such activity.

I/We release Kennebunkport Resort Collection and all KRC Companies, their members, shareholders, directors, employees, contractors, volunteers, agents, unit owners, and representatives ("Released Parties") from any and all claims of injury or loss which I/We, or a minor child for whom I/We have signed, may suffer, arising out of or in any way related to my/our, or the child's participation in any recreational activity or use of any recreational equipment provided by or available at any KRC property. Neither I/We, the minor child, nor anyone acting on our behalves, will bring suit or otherwise assert any such claims against a Released Party.

I/We will indemnify (that is, defend and satisfy payment or reimbursement, including cost and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I/We signed, co-participant in any of the recreational activities, a rescuer and member of my/our or the minor child's family, or anyone else, asserting a loss arising out of or anyway related to my/our or the child's participation in such activities or the use of the recreational equipment.

This agreement is intended to be enforced to the fullest extent of the law, and to be binding on me/us as participant(s) and on me/us as parents or guardians of a minor participant, individually and on behalf of the minor by me/us for the minor child for whom I/We signed. This agreement is entered into voluntarily and after careful consideration.

By signing this release, I/We realize that I/we are giving up legal rights to which I/We otherwise may be entitled.

I/We hereby certify that I/We have read this document and understand its content. I/We further certify that [check one or more]

I/we are Maine, New Hampshire, Vermont, New York, New Jersey, Connecticut residents or

I/we have met the 14-day quarantine as required by Maine law and the Executive Orders thereunder or

I/we have completed the State of Maine Certificate of Compliance

Signature: _____

Print Name: _____ Date _____

Signature: _____

Print Name: _____ Date _____