



**RELEASE, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT
PORTLAND WATER DISTRICT (PWD), PORTLAND, MAINE**

Participant Printed Name: _____

Date of Birth: _____ (Must be at least 18 yo) Phone Number: _____

Mailing Address: _____

I hereby request that I be permitted to participate in the tour of the East End Wastewater Treatment Facility (EWWTF), to be conducted and owned by the Portland Water District (hereinafter the "Activity"). Access shall be coordinated by the Portland Water District's designee. I am participating solely at my request and hereby agree that I will not disturb the area.

I understand that there are numerous risks including, but in no way limited to, uneven terrain, fall hazards, environmental conditions, the configuration of the facilities, slipping and falling, and other risks associated with this Activity, which independently or in connection with my actions or the actions of others, may cause severe or even fatal injuries to me or others. I agree that I alone am responsible for my safety while participating in the Activity.

I further agree that my participation in the Activity will be in conformance with all pertinent local, state, and federal laws and/or regulations, and any violations and/or fines arising out of or in connection with the Activity will be my responsibility, including but not limited to whether against myself or PWD.

I am aware that the Activity may subject me and/or my property to risk of injury. I fully understand and agree that PWD, its agents, officers, and employees (collectively, PWD), accept no responsibility and will not be liable for any injury, harm, or damage to my person or property occurring during, or arising out of, or in connection with, the Activity.

To the fullest extent permitted by law, I do hereby agree to assume all risk of injury, harm, or damage to me and/or my property, and/or to the property of others in my possession (including but not limited to all risks of injury, harm or damage caused by the negligence of PWD, its agents, officers or employees) arising during or in connection with the Activity. I do hereby release and agree to defend, indemnify and hold PWD harmless from any and all liability, actions, damages, and claims of any kind and nature whatsoever, (including but not limited to liability, actions, damages, and claims caused by or arising from the negligence of PWD) for injury, harm or damage to me and/or my property, and/or to the property of others I my possession, and/or to other persons or property in any way caused by my actions or inactions, (including but not limited to disability or death) that may arise out of, or occur during or in connection with said Activity. I promise not to sue the Portland Water District, its agents, officers, and employees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows.

Your signature below acknowledges that you have READ, SIGNED AND AGREED to the terms of this Agreement. I understand my entrance to the area is solely at MY OWN RISK.

Participant Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Witness Printed Name: _____

By participating in this tour and signing this Release, you also agree that the Portland Water District can use photographic images and videos of the tour for marketing and promotional purposes unless you opt-out below.

Check the box if you **do not** want your photograph or image associated with the tour or utilized by the Portland Water District for any purpose.