

## Appendix 2: Release and Indemnity Agreement for Particular Purpose

This Agreement is entered into by and between The Indian Rest Village Improvement Society ("Society"), and the below-signed person ("Member") for valuable consideration that includes, but without limitation, permission to use Society's property. This Agreement is in addition to and supplements the Permission and Release Agreement previously signed by the Member. To the extent there is an inconsistency between this Agreement and the previously signed Permission and Release Agreement, this Agreement shall control only with respect to the Member's intention to \_\_\_\_\_ on Society's property (hereinafter called "Activity").

Member acknowledges and agrees that entry upon and/or use of Society's property for the purpose of Activity is at Member's own risk and at the risk of any people, businesses, and/or government entities allowed, invited, or caused, directly or indirectly, by Member to enter and/or use Society's property, including, but not limited to, family members, friends, guests, visitors, employees, independent contractors, utilities, inspectors etc. (hereinafter called "Invitees"). Society makes no promises or representations regarding the maintenance, fitness, or safety of the property for the purpose of Activity. Member agrees, warrants, and guarantees that any and all entry onto and/or use of the property by Member and Invitees, for the purpose of Activity, shall be conducted using due, reasonable, and prudent care and shall be in accordance with (a) all applicable local, State, and Federal laws, standards, rules, regulations, ordinances, and orders and (b) all applicable Society Bylaws and Policies.

Member agrees to remise, release, and forever discharge and to defend, indemnify, and hold harmless Society, its agents, representatives, predecessors, successors, assigns, purchasers, landowners, members, shareholders, directors, officers, partners, employees, independent contractors, subcontractors, attorneys, insurers, and all of Society's currently and formerly affiliated individuals, firms, partnerships, sole proprietorships, limited liability companies, associations, and corporations, whether they be parents or subsidiaries, of and from any and all claims, causes of action, theories of liability, controversies, or demands for injuries, deaths, losses, costs, expenses, and/or other damages in the past, now existing, or which may hereafter relate to or arise out of Member's and/or Invitee's entry upon, use of, and/or proximity to Society's property for the purpose of Activity, even if the alleged injuries, deaths, losses, costs, expenses, and/or other damages were caused, in whole or in part, by Society's own negligence.

Member acknowledges and agrees that, with the exception of the Bylaws and Policies and any other written and signed actions and/or decisions of Society's Board made prior to the date this Agreement was signed by Member, (a) this Agreement and the Permission and Release Agreement contain the entire agreement between Society and Member; (b) no additional promises have been made to Member about the Activity; and (c) the signing hereof has not been induced by any representations outside of this Agreement made by Society, or anyone on its behalf.

Member acknowledges and agrees that Society and its insurer(s) reserve and retain any and all claims, causes of action, rights, remedies, and defenses, whether at law or in equity, unless otherwise expressly stated in this Agreement, and that this Agreement imposes no accord and satisfaction or estoppel on Society or its insurer(s).

Member acknowledges and agrees that this Agreement shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Maine (except Maine's choice of law principles); that Member submits to the personal and subject matter jurisdiction of the federal or state courts within the State of Maine for all matters involving the interpretation and enforcement of this Agreement; that any action on this Agreement shall be brought in a state or federal court located within the State of Maine.

**The undersigned person hereby declares that he/she has read all of the terms of this Agreement and fully understands and voluntarily accepts them as contractual, and not merely recital.**

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Signature and Printed Name of Member

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Date