

# PARTICIPANT AGREEMENT

## INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

*This Agreement affects legal rights! Please read BOTH PAGES carefully. Please ask if you have any questions.*

For the services of Apex Youth Connection, Inc. ("Apex"), a Maine non-profit corporation, I (the participant, and the participant's parent(s) or guardians(s), if the participant is a minor) agree as follows:

- 1. ACTIVITIES AND RISKS:** Apex activities may include but are not limited to biking (road, mountain, and course biking); hiking; camping; trainings; classes; meeting and socializing, including at Apex's building or property; STEM programming; fixing bicycles; overnight and day field trips; out-of-Maine trips; community service projects; career readiness and exploration; socializing with peers or adult mentors; playing games; travelling in vehicles; swimming; rock climbing; and other adventure-based or hands-on activities, which may involve fundraising or going to public places ("Activities"), individually or collectively, as the context may require.

Participating in the Activities may be physically, mentally, and emotionally challenging. Risks include but are not limited to biking hazards, such as sewer gratings, gravel, logs, and debris; inclement weather or other forces of nature; my lack of fitness or judgment; hitting or being hit by objects; falling while climbing; my own or others' negligence; failure to wear a helmet or other protective gear; failure to follow directions; stress; fatigue; overexertion; accidents; drowning; pathogens and diseases, such as Lyme Disease, from other people or animals, including mosquitos or ticks; social encounters that may spread illness, such as flu or Covid-19; sunburn; dehydration; scrapes or bruises; sore feet or muscles; sprains or strains; broken bones; spine injuries; heat- or cold-related illnesses; cardiac or respiratory arrest; getting lost; disability; and even death. Medical services or facilities may be limited or unavailable. Many other risks, injuries, and illnesses, including unknown or unanticipated ones, exist.

- 2. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:** I freely acknowledge and assume all risks, inherent or otherwise, inconvenience, harm, injury, loss, disability, or death that may occur to me or any person, or my or any property, arising directly or indirectly from, or related in any way to, at any time, my participating in any way with Apex or the Activities—including free time and travel to or from the Activities, Apex, or property, whether owned by Apex or a third party—even if caused by me, other participants, or the negligence of Apex, its owners, directors, employees, volunteers, contractors, or any persons or entities affiliated with it or acting on its behalf, land owners/managers, municipal or government providers of use permits, or their respective employees, officers, or directors, individually or collectively, as the context may require. I fully assume the risks of using any equipment or property that Apex, a contractor, or a third party provides.

I take responsibility for my own safety, preparedness, and well-being at all times! I understand that Apex does not require me to participate in the Activities. I want to participate despite the possible dangers and risks and despite this Agreement. Apex cannot and does not guarantee safety or eliminate all risks. Apex is not obligated to, and may not know how or be able to, provide medical care. If I am injured, I give permission for others, including Apex, to administer first aid, seek medical assistance, and call my emergency contact, as needed. This Agreement shall apply to the fullest extent allowed by law to any claim whatsoever because of first aid treatment or services rendered to me, even if caused by the negligence of Apex or others. I assume all costs of any medical services provided to me, including any costs associated with evacuation. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in the Activities, except those (if any) that I have disclosed, or will disclose, in writing to Apex. I have arranged, through medical insurance or otherwise, to meet any and all needs for payment of medical costs while I participate at Apex or in the Activities.

- 3. LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT:** I agree to release (meaning I agree not to sue), indemnify (meaning I agree to pay or reimburse, including damages, costs, settlements, and attorney's fees), hold harmless, and defend Apex, its owners, directors, employees, volunteers, contractors, and all persons or entities

affiliated with it or acting on its behalf, land owners/managers, municipal or government providers of use permits, and their respective employees, officers, and directors, individually or collectively, as the context may require (“Released Parties”), from any and all liabilities, claims, causes of action, and demands that arise in any way from, or are in any way related to, at any time, any inconvenience, injury, death, loss, damage, or harm to me, to any other person, or to any property, in connection, directly or indirectly, with my participation with Apex or in the Activities or travel to or from Apex or the Activities. THIS INCLUDES CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES, OTHERS, OR MYSELF, WRONGFUL DEATH, STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES, BREACH OF CONTRACT, AND ANY OTHER TYPE OF SUIT. The indemnification and defense include claims brought, at any time, against Released Parties by—or on behalf of—me, my child, or others. This Agreement is intended to be enforced to the fullest extent that the law permits only and does not include claims of grossly negligent acts or omissions or any other claims or liabilities not permitted under Maine law.

4. **STANDARDS OF CONDUCT:** I will comply with the Apex rules, standards, and instructions, including WEARING A BICYCLE HELMET whenever I am riding. I agree that Apex has the right to enforce its standards of conduct described, in its sole judgment, and that Apex may impose sanctions, up to and including expulsion from Apex or Activities, for violating these standards or for any behavior detrimental to or incompatible with the interests, harmony, or welfare of Apex or other participants. Apex has the right to make changes at any time to the format and administration of its standards of conduct or its programs.
5. **INDEPENDENT CONTRACTORS:** I understand and agree that Apex does not control any contractors providing services for Apex and does not assume responsibility for their actions.
6. **SEVERABILITY AND ENTIRE AGREEMENT:** If a court or other appropriate authority finds any part of this Agreement to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any invalid provision shall be modified or partially enforced, as the case may be, to the maximum extent permitted by law to carry out the purpose of the Agreement. This Agreement is the entire Participant Agreement between Apex and me, except that it does incorporate any other written terms and conditions between Apex and me, written standards of conduct between Apex and me, and signed agreements between Apex and me. I waive any claims I might have for breach of contract or warranty for statements or representations made outside this Agreement, except for those mentioned in the previous sentence.
7. **APPLICABLE LAW; FORUM; ATTORNEY’S FEES:** The laws of the State of Maine (not including its choice-of-law or conflict-of-law rules or laws that apply or might apply the laws of another jurisdiction) shall exclusively govern this Agreement and any dispute. I consent to jurisdiction in Maine and agree that any suit, mediation, or arbitration arising from or in any way related to this Agreement shall be filed and occur only in the State of Maine. Any suit shall be filed exclusively in the Superior or District Court of Cumberland County, in Portland, Maine, or in the U.S. District Court for Southern Maine. If I contest the validity of this Agreement and do not prevail, I agree to pay all attorney’s fees and costs of Apex in litigation.

**I HAVE READ AND UNDERSTOOD AND VOLUNTARILY AGREE TO THIS ENTIRE PARTICIPANT AGREEMENT and agree that it shall bind my (and as applicable my minor child’s) heir(s), estate(s), executor(s), representative(s), subrogee(s), administrator(s), and/or guardian(s).**

SIGNATURE (Participant)	DATE	PRINTED NAME
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*If Participant is under 18 years of age or otherwise a minor, include signatures of all parents/legal guardians:*

SIGNATURE (Adult Legal Guardian #1)	DATE	PRINTED NAME
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SIGNATURE (Adult Legal Guardian #2) (if any)	DATE	PRINTED NAME
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## Apex Youth Connection Essential Eligibility Criteria:

### Universal EEC

*(Universal EEC pertain to all Apex Youth Connection classes, rides, and events)*

#### Each participant must...

- Be able to perceive & comprehend the inherent risks of the activity, including, but not limited to, the ones previously identified by Apex Instructors
- Be able to stay alert and focus attention for the duration of the class or outing
- Be able to effectively signal or notify Apex Instructors or other students of personal distress, injury or need for assistance
- Be able to manage all personal care or activities of daily living independently or with the assistance of a qualified caregiver, *excluding* Apex Staff
- Be able to contribute to a safe learning environment – no harassing or abusive behavior of others for any reason
- Be able to follow verbal and/or visual presentation independently or w/ assistance of a qualified caregiver or adaptive equipment
- Be able to practice Leave No Trace principals

### Outdoor Program EEC

*(Outdoor Program EEC is relevant to all Outdoor Programs. Outdoor Program EEC also includes Universal EEC)*

#### Each participant must...

- Be able to access and exit Apex's venue locations independently or with the assistance of a qualified caregiver. Ease of access & exit might be impacted by weather changes
- Be able to adapt to venue terrain changes brought on by inclement weather & changing light conditions. This could include heat, rain, snow, ice, cold, tree cover, etc.
- Be able to meet the physical demands of the course within the time limits set by the course
- Be able to independently, or with the assistance of a companion, understand & follow directions and instructions given by others to avoid hazards and /or manage risks, including following emergency procedures,
- Be able to withstand environmental factors associated with the course (i.e. temperatures below freezing during winter activities – temperatures above 80°F or hotter during summer activities – varied water temperatures during paddling activities)

### In order to use Apex transportation:

- Participant must be able to enter and exit vehicle independently or with the assistance of a qualified caregiver

# Apex Youth Connection Health Form

*Apex primarily uses the information in this form to accommodate your child and to help make informed decisions about your child's health during our programs. You agree to let Apex know of any changes to your child's health or medical condition during your child's participation in our programs. Apex will not share this information without your written authorization, except as needed for medical care.*

**Participant and Emergency Contact Information**

**PARTICIPANT NAME:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_/\_\_\_\_/\_\_\_\_ *First Middle Last* **GENDER (optional):** \_\_\_\_\_

*mth      day      yr*

**HOME ADDRESS:** \_\_\_\_\_

*Street Address City State Zip*

**CELL PHONE:** \_\_\_\_\_

**EMERGENCY CONTACT #1**

**EMERGENCY CONTACT #2 (if any)**

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDRESS:**

**ADDRESS:**

\_\_\_\_\_  
*Street*

\_\_\_\_\_  
*Street*

\_\_\_\_\_  
*City State Zip*

\_\_\_\_\_  
*City State Zip*

**RELATIONSHIP TO PARTICIPANT:** \_\_\_\_\_

**RELATIONSHIP TO PARTICIPANT:** \_\_\_\_\_

**Health Information**

**Allergies**

**Describe reaction, medications, management**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Medications:** Is the participant taking any medication? • Yes • No  
If so, what are they, what are they for, and how should they be taken? \_\_\_\_\_

\_\_\_\_\_

Will the participant have medications on the Program? • Yes • No

**Immunizations:** Please list all immunizations the participant has. \_\_\_\_\_

**Illnesses:** Does the participant have any illnesses (e.g., diabetes, asthma, etc.)?  Yes  No  
If yes, please describe: \_\_\_\_\_

**Injuries:** Does the participant have any injuries that might limit physical activity (e.g., dislocations, sprains, etc.)?  Yes  No

If yes, when did the injury/injuries occur? \_\_\_\_\_

Please list injuries and describe limitations: \_\_\_\_\_

**Physical challenges or chronic conditions (eyesight, back pain, etc.)?**  Yes  No

If yes, please describe: \_\_\_\_\_

**Anything else we should know (phobias, sensitivities, etc.)?**  Yes  No

If yes, please describe: \_\_\_\_\_

**Physician:** Has the participant been treated by a physician in the past year?  Yes  No

If yes, please describe: \_\_\_\_\_

**Hospitalization:** Has the participant been hospitalized within the past year?  Yes  No

If yes, please explain: \_\_\_\_\_

**Insurance:** Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Holder: \_\_\_\_\_

Insurance Co. Phone Number: \_\_\_\_\_

To the best of my knowledge, all information in this form is accurate and complete. If any health conditions change at any time before or during participation in Apex programming, I will notify Apex promptly. I authorize Apex to administer basic first aid to my child and to assist in administering any needed medications to my child under Apex's Medication Storage and Administration policy, as approved by Apex's medical advisor. If I cannot be reached in an emergency, I authorize the physician or medical facility Apex selects to secure proper treatment for my child. I agree to pay for and, if necessary, reimburse Apex for all costs associated with medical treatment for my child.

\_\_\_\_\_  
**PARTICIPANT SIGNATURE** | **PARTICIPANT NAME** | **DATE**

\_\_\_\_\_  
**LEGAL GUARDIAN #1 SIGNATURE (if minor participant)** | **PRINTED NAME**

\_\_\_\_\_  
**LEGAL GUARDIAN #2 SIGNATURE (if minor participant)** | **PRINTED NAME**



# RELEASE OF PHOTOGRAPHIC, VIDEO, AND OTHER MEDIA USE OF MY/MY CHILD'S LIKENESS

Apex Youth Connection may take photographs or videos, or use other media, of me/my child participating in Apex program activities. At times, photographers and camera operators from the news media and funders also may take images of me/my child. Apex, collaborators, and funders may use such images and/or media in marketing and other materials, including, but not limited to, bulletin boards in the Apex facility, Apex literature and stationery, conferences and workshops, newspapers, magazines, professional publications, and online, including social media. Please know that Apex is mindful of privacy and will not, without written permission, identify you/your child by name whenever media is used in public material.

I grant Apex the right to use my/my child's likeness. I waive all rights of publicity or privacy, pre-approval, or compensation that I have for any such likeness of me/my child. I grant to Apex permission to copyright, use, and publish (including by electronic means) such likeness of me/my child, whether in whole or part, in any form, without restrictions, and for any reasonable purpose. I release Apex from any liability associated with such use.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Parent/Guardian #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian #1 Printed Name: \_\_\_\_\_

Parent/Guardian #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian #2 Printed Name: \_\_\_\_\_