

**East Blue Hill Village Improvement Association
Property Use Agreement with incorporated
General Release of Claims & Indemnity Agreement**

The East Blue Hill Village Improvement Association (EBHVIA), a non-profit corporation organized under the laws of the State of Maine, makes its village park land and facilities on Curtis Cove Road, East Blue Hill, Maine, including, but not limited to, the boat ramp, dinghy storage area, playground, fields, shore and picnic areas (*hereinafter referred to generally as village park*) available for public use and enjoyment subject to rules and obligations of users intended to accommodate the orderly and safe use of the premises. The village park and its facilities are not monitored or supervised, and by execution hereof it is agreed that use of the village park is entirely at your own ('User(s)' as defined below) risk. EBHVIA accepts no liability or responsibility for property stored at the village park or for the public's use of the facilities. Persons who use the village park facilities are responsible for their own safe use of the village park, the safe storage of dinghies and boats, motor vehicles and for the appropriate supervision of minor children at all times. Annual fees charged for use of the village park facilities are used solely to maintain and support the property, and to satisfy costs associated with upkeep thereof. Users of the village park are obligated to follow any and all rules of the park established within this Property Use Agreement/General Release of Claims/Indemnity Agreement, and/or any other rules and/or terms as may be published elsewhere.

As used herein, EBHVIA shall at all times mean and include, with or without further reference, its members, directors, trustees, officials, officers, agents, employees, attorneys and contractors, as well as EBHVIA's successors and assigns.

As used herein, "User" shall mean the person(s) executing this Agreement, as well as any person or other member of the public using or entering the village park, as well as User's minor children, and User's execution hereof shall constitute User's acceptance of said terms, obligations and liabilities stated herein, and User's execution hereof as parent and/or as legal guardian of User's minor child(ren) means User assumes and accepts any and all responsibility and liability for the acts and/or omissions of User's minor child(ren) and/or injuries sustained by said minor children. Any and all adult Users shall execute this Agreement, even if said users are adult children of the primary family member securing boat, vehicle and/or use stickers at the village park. "User" shall also mean and include, whether or not stated further herein, user's personal representatives, heirs and assigns.

THEREFORE, in exchange for EBHVIA making the village park open for use and enjoyment by User and/or the public, and for other valuable consideration, User, for and behalf of themselves, their minor children, personal representatives, heirs and assigns, enters this Property Use Agreement, and hereby waives, remises, acquits and releases unto EBHVIA any and all claims, demands, actions and causes of action for damages, costs, indemnification, contribution and/or relief of any kind or nature whatsoever, whether arising in law and/or in equity, as currently exists or as may hereafter accrue to User in the future by and/or in any way arising from the use of, entry upon, entry into, and/or presence at said village park, and/or arising by any and all occurrences of any kind or nature within the village park, and/or arising by the acts and/or omissions of User and/or any other person, and/or as may be incurred by, experienced by and/or caused by User and/or User's minor children, and/or arising on account of, but not limited to,

bodily injuries and/or death sustained, emotional distress, property damage and/or losses, and/or any other casualty or loss suffered by and/or caused by User and/or User's minor children, and the release of such claims, demands actions and causes of action shall at all times be to the fullest extent allowable by law.

User, for themselves, their minor children, personal representatives, heirs and assigns, agrees and covenants to indemnify, defend and hold EBHVIA, its successors and assigns harmless for and against any and all claims, demands, actions and/or causes of action by User, including, without limitation, any and all subrogation claims, subrogation actions and/or subrogation causes of action brought in their names and/or asserted in any other manner by any insurer related to personal injuries, death, emotional distress, casualty, property loss and/or other claims and/or forms of compensation or damages and/or payments made to, for the benefit of and/or on behalf of User or any other person, including User's minor children, arising from or for any reason associated with use of, entry upon, entry into, presence at and/or occurrences within the village park, and whether resulting from any acts and/or omissions of any User or other person, and/or arising or resulting from occurrences, acts, accidents, injuries, damages and losses incurred therein and/or paid to or on account of any person for any reason whatsoever.

User, for themselves, their minor children, personal representatives, heirs and/or assigns agree(s) to satisfy any and all liens, subrogation interests, subrogation judgments and actions, worker's compensation interests and/or claims, demands, actions and causes of action of any doctor, hospital, care provider, medical services organization, state or governmental agency, insurance company, and/or any other person, firm and/or corporation, which have been made or may be made in the future against EBHVIA arising from injuries, death, damages and/or any other losses sustained by and/or caused by User and/or User's minor children.

User further agrees to indemnify, defend and hold EBHVIA harmless for any and all injuries, death, emotional distress, property damage and/or losses, and/or damages sustained, incurred by or caused by User or any other person arising by use of, entry into and/or entry upon the village park, and/or occurring by any and all acts or omissions of User and/or other person occurring therein, whether arising by accident, negligence, recklessness and/or intentional conduct.

User further agrees to indemnify, defend and hold harmless EBHVIA from and against any and all suits (*and defense thereof*), claims, demands, actions, causes of action, judgments, costs and/or expenses of any kind or nature incurred by EBHVIA and/or arising from any lien, subrogation interest, subrogation actions, subrogation cause of action and/or subrogation claims, plaintiff's complaints, third party claims, counterclaims, cross claims and/or any other form of actions or pleadings brought against EBHVIA by any person or organization on account of bodily injuries and/or death, emotional distress, property losses, casualty and/or damages sustained or suffered by, incurred by and/or caused by and/or attributable to or by User to any degree, and/or by User's acts and/or omissions, negligence, recklessness and/or intentional conduct, and such indemnity shall be complete and without limitation, and shall include, but not be limited to, any and all judgments, damages of any kind or nature, costs, penalties, defense costs and attorney fees incurred by EBHVIA in defending against any such actions, claims, demands and/or causes of action asserted by any person against EBHVIA.

Waiver of Subrogation rights: Any User using, enjoying, entering within and/or venturing upon or across the village park hereby agrees that they waive and release to EBHVIA any and all subrogation

rights that might otherwise be granted to the User's insurer/insurances companies of any kind or nature as against EBHVIA under policies issued to said User and/or for losses payable to or on behalf of said Users and/or payable to any other persons or parties for any reason arising by User's presence in, use of and/or activities conducted within the village park or arising by any acts or omissions of User or other persons occurring within said village park. User agrees by such use of and/or entry upon said village park that they shall indemnify, defend and hold EBHVIA, its members, directors, trustees, officials, officers, agents, employees and contractors harmless for and against any and all claims, demands, actions and causes of action for injuries, damages, and/or losses sustained by and/or caused by them, including but not limited to, subrogation claims, demands, actions and causes of action, such indemnity to be complete and without limitation, and shall include, among any and all other possible sums, reimbursement for any and all damages, costs, penalties and/or interest accruing upon such underlying claims, actions, causes of action, and/or judgments entered, and any and all attorney fees and costs accrued and/or incurred by EBHVIA in defending against such actions, causes of action and/or arising by prosecution of actions, lawsuits and causes of action to enforce the provisions hereof.

User understands and agrees that this Release is a general release of any and all liabilities, obligations, demands, debts, claims, actions and causes of action that User has or which may hereafter accrue to User, User's insurer, other persons and their insurers against EBHVIA arising from any act, occurrence, conduct, error, omission, accident or event which occurs at or within the village park, or use thereof, including the acts, errors, omissions, negligence, recklessness and/or intentional acts of, by or through third parties, and/or caused to User by any person or by User within or upon the village park. User expressly waives and unequivocally assumes the risk of any and all claims, actions and causes of action for damages and/or injuries, which exist as of this date or which may accrue in the future but which User does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect User's decision to enter into this general release of claims.

It is further understood and agreed that EBHVIA expressly reserves any and all rights of action and causes of action that it may have against User and other persons, including, without limitation, any and all claims, actions and causes of action for indemnity, contribution and/or set-off.

User agrees and covenants that they have not heretofore conveyed and/or assigned any claim and/or rights, which, but for the assignment thereof, would be covered by this General Release and Indemnity Agreement.

User agrees any and all claims, demands, actions, causes of action or suits of any kind or nature initiated by and/or on behalf of User and/or their minor children which in any way names EBHVIA as a party in such action arising out of the use of the village park, occurrences therein, errors, acts and/or omissions of any person, and/or for injuries or damages, judgments, casualties, losses and/or death sustained therein, and/or arising through challenges to this General Release and/or obligations of User hereunder, shall be brought only in the Courts of Hancock County, Maine.

Since freedom from costs or future litigation represents an important item of consideration bargained for by EBHVIA in making the village park open for use by User, it is agreed that the damages recoverable by EBHVIA for User's breach of this General Release and Indemnity Agreement, and

enforcement hereof, shall include reimbursement for reasonable attorney fees and other costs incurred by EBHVIA as a consequence of such breach.

User acknowledges and agrees that this Agreement/Release and Indemnity Agreement shall be interpreted pursuant to Maine law.

User agrees that User's use of the village park is conditioned upon User's execution and adherence to this General Release of Claims and Indemnity Agreement, and adherence to any and all other rules as may be applicable at said village park as published elsewhere.

User agrees that he/she/they have read and understand this General Release of Claims and Indemnity Agreement, User acknowledges that this is General Release of Claims and Indemnity Agreement, and they understand the significance and consequence of its terms and obligations upon User; and User enters this General Release of Claims and Indemnity Agreement voluntarily and with full knowledge thereof. User acknowledges that they are releasing unto EBHVIA any and all rights, claims, actions and causes of action that could be asserted by them and their minor children using said village park for any and all injuries, losses, damages, penalties, casualty and/or death that occurs at or within the village park or otherwise arises therefrom.

It is agreed by User that in the event any portion of the Agreement is determined to be unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

For and on behalf of User, and as Parent and/or legal Guardian for any and all minor children of User:

****Note: Each adult member of a family unit is a separate User and must execute this Agreement to make use of the village park facilities. Please have each adult user sign this agreement for themselves.***

Date: _____

Original Signature of User

Printed Name

Original Signature of User

Printed Name

Signature of User, on behalf of and as parent and/or as legal Guardian of the minor child(ren):
