

**Cumberland Farmer’s Club Community Volunteers Agreement
(Release of Liability, Hold Harmless, and Image Release)**

NOTE: Each participant must sign a separate Hold Harmless Agreement (Adults and Minors)

City, State: Cumberland ME

Event: Cumberland Fair Grand Parade 2021 – September 26, 2021

In consideration of the opportunity to participate in the above-named event (“Event”), I voluntarily acknowledge and agree to the following:

Participation in the Event involves physical activity, which may expose me to the risk of personal injury or property damage. I am voluntarily participating in this activity and agree to assume all risks arising from my participation in the Event regardless of how they might arise.

I agree for myself, my heirs and assigns, executors and administrators to hold harmless and release Cumberland Farmer’s Club (CFC) or any other sponsoring organization(s) and all their subsidiaries, affiliates, officers, directors, licensees, representatives and successors (“Released Parties”) from any and all losses, causes of action, liabilities, expenses and claims for damages (collectively “Claims”) that I may now or in the future have that arise directly or indirectly from participation in connection with the Event and/or the condition of the property, facilities or equipment used for the Event, regardless of when, where or how such Claim may arise and regardless of whether caused by the negligence of the Released Parties or otherwise, including, without limitation, Claims relating to (i) any theft, loss or disappearance of property, (ii) bodily injury (fatal or non-fatal) and (iii) property damage.

I agree to comply with all State, Federal, Local or Organization mandated guidelines for COVID-19 Safety and/or other mandates which may be in place at the time of the event, including wearing of face coverings and social distancing. I acknowledge that participation in this activity brings some risk and I do hereby assume responsibility for my own well-being. I understand, agree, and hereby consent that my failure or disregard to follow all protocols in effect is sufficient grounds to be excluded from participating in the event by CFC or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by CFC or an event authority due to my refusal to follow said protocols. I hereby choose to accept the risk of being exposed to, contracting, and/or spreading COVID-19 for myself in order participate in this event.

I grant permission for the Released Parties to use my name, likeness, voice, relevant biographical information, and any other indicia of my identity (collectively, “Publicity Rights”) in publicity, advertising, and promotions in all forms of media throughout the world in perpetuity without remuneration to me. I further agree that all photos, negatives, sounds, imagery, and video recordings and all copyrights therein shall be the sole property of Cumberland Farmer’s Club, and I waive any right that I may have to inspect or approve any materials that may use such rights.

This agreement will be construed broadly to prevent claims and lawsuits to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be modified or deleted to the minimum extent necessary to make them enforceable and shall not affect the enforceability of any other provisions. This agreement shall be governed by the laws of Maine. I hereby submit to the exclusive jurisdiction of the courts of the State of Maine and waive any objection to venue with respect to actions brought in such courts.

I have read this agreement, I fully understand its terms, and I recognize that I have given up rights by signing it in consideration of being permitted to participate in the Event. I sign it voluntarily and without any inducement or duress.

Printed Name of Participant (and printed name of Parent/Legal Guardian if Participant is under 18):

Signature of Participant (Must be at least 18 years old) or Parent/Legal Guardian if under 18:

Date Signed: _____

**Cumberland Farmer’s Club Officers: President Lyle Merrifield 207.415.3001 | Vice President Ted Googins 207.318.2078
Treasurer Jeff Steinman 207.232.7892 | Secretary Elizabeth Tarantino 207.504.7032
Cumberland Farmer’s Club PO BOX 745 Cumberland ME 04021**