

## PROPSNAPPERS INC.



Send this Completed Form To:

**props.sec@gmail.com**

**Tom Noonan**

**35 Sanborn St.**

**Gorham, Maine 04038**

**Club Secretary**

**Dues may also be paid in person or at the club meeting**

### **RELEASE AND INDEMNITY AGREEMENT**

**IN CONSIDERATION** of my being granted permission to operate my radio controlled aircraft, helicopter(s), Multi-rotor(s) and/or car(s) at the Propsnappers, Inc. Flying Field located upon the "Larson Chapman Landfill" in Scarborough, Maine, I, on behalf of myself, my personal representatives, spouse, assigns, heirs, and next of kin:

**1.) ACKNOWLEDGE, AGREE AND REPRESENT** that I have or will immediately upon entering the parking area, pit area, taxiways, mowed landing/takeoff strip, the thresholds surrounding the same, and roads leading to the same (the "Flying Field") and will continuously thereafter, inspect the Flying Field and further agree and warrant that, if at any time, I am in or about the Flying Field and I feel anything to be unsafe, I will immediately advise an officer of Propsnappers, Inc. of such and will leave the Flying Field.

**2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Propsnappers, Inc., it's officers or members, land owners, officials and their assistants, radio controlled aircraft, helicopter, multirotor and/or car owners, operators, rescue personnel, any persons on the Flying Field, sponsors, advertisers, lessees, designers and constructors of the Flying Field, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the Flying Field, all owners, lessees, manufacturers, distributors, wholesalers, retailers, designers, inspectors, and sponsors of all radio - controlled aircraft, helicopters and/or cars and other equipment on the Flying Field, and all other persons, firms, or corporations insured by any liability policy procured by or on behalf of Propsnappers, Inc., all for the purpose herein referred to as the RELEASEES,

FROM ALL LIABILITY TO ME, my personal representative(s), spouse, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO MY USE OF THE FLYING FIELD, from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, the failure to make inspections, the condition of any portion of the Flying Field, defective products, and any act or omission of the RELEASEES or any of them or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE AND WHETHER OR NOT OCCURRING ON THE FLYING FIELD.

**3. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury or death while I am at the Flying Field and/or while operating radio controlled aircraft, helicopter(s), multi-rotor(s) and/or car(s), officiating, observing or working for or for any purpose participating in activities at the Flying Field and whether caused by the negligence of the RELEASEES or otherwise.

**4. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to activities at the Flying Field WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**5. HEREBY ACKNOWLEDGE THAT THE OPERATION OF RADIOCONTROLLED AIRCRAFT, HELICOPTER(S), MULTIROTOR(S), AND/OR CAR(S) IS VERY DANGEROUS** and involves the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

**6. HEREBY AGREE THAT THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATION and is intended to be as broad and inclusive as is permitted by the laws of the State of Maine and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**7. HEREBY AGREE** that in the event that I sustain any injury while participating in or observing any activity at the Flying Field for any purpose, or while at the Flying Field for any purpose, any rescue personnel or medical personnel may release such medical information about my condition to representatives of Propsnappers, Inc. or the landowner (s) as necessary to allow such individuals to properly report that information to representatives of the Propsnappers, Inc. or the landowner(s) and/or insurance carriers.

**8. HEREBY AGREE** this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation.

**I HAVE READ THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**I HAVE READ AND VOLUNTARILY SIGN THE PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT,** and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Participant's Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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