

INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT

AGREEMENT dated as of _____, 2020, by and among the GITCHE
MANITOU ONENESS TRUST, a Trust organized and existing under the laws of the
state of Maine, with an address at 730 Long Point, Springfield, ME 04487 (the “Trust”),
and _____, of _____,
_____, of _____,
_____, of _____,
_____, of _____,
(collectively, “Guest”).

WITNESSETH:

WHEREAS, the Trust is the owner of certain real property located at 730 Long
Point, Springfield, ME 04487 (the “Premises”); and

WHEREAS, the Trust has offered to make the Premises available for the use and
enjoyment of Guest, on such terms and conditions as to which the Trust and Guest may have
separately agreed, provided, however, that Guest shall agree to indemnify and hold harmless
the Trust from any liability and damages that may arise out of Guest’s presence on or use of
the Premises, as set forth more fully herein; and

WHEREAS, Guest, having been given the opportunity to read this Indemnification,
Waiver and Release Agreement (the “Agreement”), accepts and agrees to abide by the terms
and conditions of this Agreement as a condition of guest’s use and enjoyment of the
Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Guest, individually and collectively, for himself and his heirs, executors, administrators, successors and assigns, hereby forever knowingly, irrevocably and unconditionally waives, releases, and discharges the Trust, its Trustees, beneficiaries, agents, representatives, successors and assigns, and all persons acting by, through, under or in concert with any of them, from any and all claims, liabilities, causes of action, suits, proceedings, debts, judgments, damages, contracts, agreements, claims for attorneys' fees, costs and demands, of any nature whatsoever, including, without limitation, those arising out of any recreational or other activity undertaken by Guest while occupying the Premises, including the surrounding unimproved land, including any claims for bodily injury or death. This Indemnification, Waiver and Release Agreement is intended by Guest as a knowing and voluntary waiver, and a full and final release of any and all claims that Guest had, has, or could have in connection with Guests use and enjoyment of the Premises.

2. To the fullest extent permitted by law, Guest shall indemnify and hold harmless the Trust, its Trustees, beneficiaries, agents, representatives, successors and assigns, and all persons acting by, through, under or in concert with any of them, from any and all claims, liabilities, causes of action, suits, proceedings, debts, judgments, damages, contracts, agreements, claims for attorneys' fees, costs and demands, of any nature whatsoever, arising out of or resulting from Guest's presence at or on the Premises, and/or Guest's performance of any recreational or other activities, whenever

said activities may occur after the date of this Agreement. These indemnification obligations shall be limited to the extent such claims, damages, losses or expenses are caused by the negligent acts or omissions of the Trust.

3. Contractor covenants and agrees that he will defend, indemnify and hold the Trust, its Trustees, beneficiaries, agents, representatives, successors and assigns harmless against all liabilities, damages, costs, expenses, and losses, including reasonable attorneys' fees, in any way suffered, incurred or paid by the Trust with respect to all suits, claims, demands or judgments of any third party, arising out of Guest's presence at or on the Premises and/or Guest's performance of any activities, whenever said activities may occur after the date of this Agreement.

4. This Agreement will be binding upon the parties, and their respective heirs, executors, successors and assigns. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be amended only by a writing signed by all parties hereto. This Agreement will be governed by the laws of the State of Connecticut without application of the principles of conflicts of law. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Each of the parties hereto irrevocably consents to the personal jurisdiction of the Federal and state courts of the State of Connecticut, County of Hartford, for any matter arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, as of
the day and year first above written.

GITCHE MANITOU ONENESS TRUST

GUEST

By _____
Its

By _____

By _____

By _____

By _____