Keep Maine Healthy
Certificate of Compliance for Maine Visitors

To help "Keep Maine Healthy," guests of Maine commercial lodging establishments, campgrounds, seasonal rentals, or short-term rentals are required to complete this certificate prior to their stay. This initiative promotes the safety of Maine residents and visitors coming to enjoy all Maine has to offer. Guests under the age of 18, or residents of Maine, New Hampshire and Vermont, do not need to fill out the Certificate of Compliance.

To that end, the State of Maine asks you to review and attest to the following:

1. I certify that I have not experienced or displayed any of the following COVID-19 symptoms in the last 24 hours:
   - o Fever or chills
   - o Sore throat, cough, shortness of breath, or other respiratory symptoms
   - o Muscle aches, severe fatigue, or chills
   - o Changes in taste or smell

2. I certify that I have not had close contact with anyone over the last 14 days who is confirmed to have COVID-19.

3. I certify that ONE of the following is true ***(PLEASE CHECK ONE):***
   - o I have received a negative test result for COVID-19 on a specimen taken no later than 72 hours prior to my arrival, consistent with Maine CDC guidance.

   OR
   - o I will quarantine for 14 days upon arrival in Maine or for the duration of the stay;

   OR
   - o I have completed a 14-day quarantine in Maine prior to my stay.

4. While in Maine, I agree to do my part to Keep Maine Healthy by following recommended safety measures in order to protect myself and others.

5. I also certify that all persons in my care who are under the age of 18, or who are dependent on my care, meet the criteria described in items 1 and 2. Please provide the ages of such persons in your care.

   _____ _____

   _____ _____

6. I have read and understand this entire Certificate of Compliance and agree the certifications made above are accurate. Visitors may be asked to furnish proof of the negative test result upon request.

Dated: _____ in _____, Maine.

Signature: _____ Printed Name: _____

Address: _____

Home Phone: _____ Phone while in Maine: _____

Additional Persons from the Same Household (Optional)

Signature: _____ Printed Name: _____

Signature: _____ Printed Name: _____

Instructions to businesses: Keep this form on file for 30 days.

RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT
NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

This Release and Express Assumption of Risk Agreement (this "Agreement") made this _____ day of _____, _____ by and between NORTH AMERICAN VERSATILE HUNTING DOG ASSOCIATION, a California not for profit corporation, (hereinafter referred to as "NAVHDA"); and _____ (hereinafter referred to as "Participant"); and _____ (hereinafter referred to as "Participant's parent or guardian," if Participant is a minor).

WHEREAS, Participant desires to participate in the following events sanctioned by NAVHDA and to be held from _____ to _____ (collectively and individually, the "Event"):

____ Invitational Test ____ Utility Test ____ Utility Preparatory Test

____ Natural Ability Test ____ Training Days ____ Special Events

WHEREAS, NAVHDA and/or the NAVHDA chapter holding the Event (the "Chapter") will utilize facilities belonging to various individuals, legal entities or governmental authorities to conduct the Event (which individuals, legal entities and/or governmental authorities are collectively referred to herein as the "Landowner").

NOW, THEREFORE, in consideration for the use of Landowner's facilities, and participation in the Event, Participant agrees as follows:

1. Participant agrees to abide by all rules and regulations of NAVHDA, the Chapter and all applicable governmental authorities and to abide by all instructions provided by or on behalf of NAVHDA, the Chapter and/or the Landowner.

2. Participant agrees that he/she is responsible for his/her own safety, and understands that participation in the Event may expose Participant and Participant's dog(s) to above normal risks.

3. Participant agrees to provide his/her own insurance coverage for injury or damage to himself/herself, Participant's own dog(s) and personal property.

4. Participant and Participant's parent/guardian acknowledge and understand the inherent risks associated with the Event and generally working around hunting dogs, and participating in NAVHDA and the Chapter's activities and the Events which risks include, but are not limited to, bodily injury as a result of being in close proximity to dogs, firearms and birds as well as to exposure to communicable diseases, including, but not limited to, the novel coronavirus ("COVID-19") that may result from participation in group activities. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur to the Participant and/or his or her dog(s) as a result of certain canine behaviors, including, but not limited to, biting; jumping upon, knocking over, pulling on leashes, stepping on; unpredictable reactions to drugs or medications; transmittable diseases, sounds; sudden emergencies; sudden movements; unfamiliar objects, persons or other animals, including other dogs; hazards of and on the land including, but not limited to holes and fences of any and all kinds, use of motor vehicles and other motorized devices and machinery; bird and dummy launchers and other equipment; being in close proximity to and/or entering into ponds, creeks and other bodies of water; collisions with other dogs, livestock, trees, shrubberies, natural and man-made obstacles or objects; exposure to communicable diseases, pandemics and/or epidemics, including, but not limited to, COVID-19. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur as a result of the inability of another person to maintain control over a dog or unsafe use of a firearm or motorized vehicle.

5. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN UNDERSTAND, AGREE, AND EXPRESSLY ASSUME ALL RISKS INVOLVED IN AND ARISING FROM PARTICIPATION IN NAVHDA AND/OR THE CHAPTER'S ACTIVITIES, THE EVENT AND ON PROPERTIES OWNED BY LANDOWNER, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, BODILY INJURY, ILLNESS AND PROPERTY DAMAGE TO PARTICIPANT AND HIS/HER DOG(S), WHICH MAY RESULT FROM ANY HAZARD OR COMMUNICABLE DISEASE, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN PARAGRAPH 4 ABOVE, AND INCLUDING THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANY OTHER PERSON WHETHER OR NOT A MEMBER OF NAVHDA OR A PARTICIPANT IN NAVHDA AND/OR CHAPTER ACTIVITIES AND/OR THE EVENT AND WHETHER OR NOT ON THE PROPERTIES UTILIZED BY NAVHDA AND/OR THE CHAPTER FOR THE ACTIVITIES AND/OR THE EVENT. IN ADDITION, PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN UNDERSTAND, AGREE AND EXPRESSLY ASSUME ALL RISK ARISING OUT OF THE NEGLIGENT INCREASE OF ANY INHERENT RISK REFERRED TO IN THIS PARAGRAPH 5 INCLUDING BUT NOT LIMITED TO THE EXPOSURE TO COVID-19.

6. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN AGREE THAT HE/SHE/THEY SHALL AND HEREBY DO HOLD HARMLESS AND RELEASE NAVHDA, THE CHAPTER, THE LANDOWNER AND ALL PROPERTY OWNERS UPON WHOSE PROPERTY NAVHDA AND/OR THE CHAPTER MAY CONDUCT THEIR ACTIVITIES AND THE EVENT, THEIR HEIRS, SUCCESSORS, AND ASSIGNS; NAVHDA SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS FROM ANY AND ALL LIABILITY WHATSOEVER EXCEPT IF THE DAMAGES, ILLNESS OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF NAVHDA, THE CHAPTER AND/OR THE LANDOWNER. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREE THAT PARTICIPANT WILL NOT INSTITUTE ANY LEGAL ACTION AGAINST NAVHDA, THE CHAPTER, THE LANDOWNER, THEIR HEIRS, SUCCESSORS AND ASSIGNS;

NAVHDA'S SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS ON ACCOUNT OF OR IN CONNECTION WITH ANY CLAIMS, CAUSES OF ACTION, INJURIES, ILLNESS, DAMAGES, COSTS OR EXPENSES ARISING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN NAVHDA AND/OR CHAPTER ACTIVITIES, THE EVENT AND USE OF OR PRESENCE UPON PROPERTIES UTILIZED BY NAVHDA AND/OR THE CHAPTER IN THE COURSE OF ITS ACTIVITIES AND THE EVENT, INCLUDING WITHOUT LIMITATION, THOSE CAUSES OF ACTION BASED ON DEATH, BODILY INJURY OR ILLNESS, AND PROPERTY DAMAGE INCLUDING ANY CLAIM BASED ON THE NEGLIGENT INCREASE OF ANY INHERENT RISK REFERRED TO IN THIS PARAGRAPH 6, EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF NAVHDA, THE CHAPTER AND/OR THE LANDOWNER. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND NAVHDA, THE CHAPTER AND THE LANDOWNER AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, WHICH IN ANY WAY ARISE AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN NAVHDA AND/OR CHAPTER ACTIVITIES, THE EVENT AND USE OF OR PRESENCE UPON PROPERTIES UTILIZED BY NAVHDA AND/OR THE CHAPTER AND BY PARTICIPANT INCLUDING ANY CLAIM BASED ON THE NEGLIGENT INCREASE OF ANY INHERENT RISK REFERRED TO IN THIS PARAGRAPH 6.

7. Participant waives the protection of any statute in any jurisdiction (including California Civil Code Section 1542), the purpose, substance and/or effect of which is to provide that a general release shall not extend to claims, material or otherwise, which the person executing the release does not know or suspect to exist at the time of execution of the release.

8. This Agreement is made and shall be deemed to have been entered into in the State of Illinois, and shall be enforced and interpreted under the laws of Illinois. Should any clause contained herein be constructed as conflicting with such law, then that clause is null and void but the remaining provisions of this Agreement shall remain valid and in full force and effect. This Agreement may not be amended, modified or terminated except in a writing signed by the Participant, the Participant's parent or guardian, if applicable and on behalf of NAVHDA.

9. Each of the Participant and, if applicable, the parent or guardian of the Participant hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any Illinois State court or Federal court of the United States of America sitting in Cook County, Illinois and any appellate court thereof, in any action or proceeding arising out of or related to this Agreement or for recognition or enforcement of any judgment, and hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois State court or, to the extent permitted by law, in such Federal court. Nothing in this paragraph 9 shall affect the right of NAVHDA to bring any action or proceeding against Participate and, if applicable, the parent or guardian of Participant in the courts of any other jurisdiction where such action or proceeding may be heard. The Participant and, if applicable, the parent or guardian of the Participant hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Illinois State or Federal court and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any immunity from jurisdiction of any court or from any legal process with respect to themselves or their property.

10. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

I/WE HAVE READ THE ABOVE, UNDERSTAND THE SAME, AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT.

IN WITNESS WHEREOF, I/we have hereunto set my hand this _____ day of _____ , _____.

WITNESS:

_____

PARTICIPANT:

_____

(Name)

PARENT OR GUARDIAN OF PARTICIPANT:

_____

(Name)