

IMPORTANT INFORMATION PLEASE READ

MAINE WHITEWATER WAIVER AND RELEASE OF LIABILITY

In consideration of Maine Whitewater furnishing services and/or equipment to enable me to participate in whitewater rafting, kayaking, inflatable kayaking or any activity associated with Maine Whitewater , I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of whitewater equipment and my participation in whitewater activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Maine Whitewater; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Maine Whitewater, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Maine Whitewater, Florida Power and Light Co., Central Maine Power Co., Great Northern Paper Co., Maine Timberlands Co., International Paper Co., Kennebec Water Power Co., (the "Releasees") and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of whitewater equipment or my participation in whitewater activities.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Maine Whitewater or its agents is a party shall be either the Binhaam, Maine Justice Court or the county or State Supreme Court in Somerset County.

I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Maine Whitewater and the other Releasees.

SIGNATURE _____ DATE OF BIRTH _____

DATE OF TRIP _____

RIVER: PENOBSCOT – KENNEBEC – DEAD

SIGNATURE OF PARENT OR GUARDIAN _____ (CIRCLE ONE OF THE ABOVE)
(If less than 18 years old)

*******PLEASE PRINT***** PLEASE PRINT*******

NAME: _____

ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____ ZIP/POSTAL CODE: _____

PHONE (DAY) _____ (EVENING) _____

FAX _____ EMAIL _____

HAVE YOU RAFTED BEFORE? YES NO (CIRCLE)

HAVE YOU RAFTED WITH MAINE WHITEWATER? YES NO (CIRCLE)

HAVE YOU RAFTED WITH ANOTHER OUTFITTER - NAME? _____