



USER PARTICIPATION AGREEMENT ASSUMPTION OF RISK, RELEASE OF LIABILITY AND MEDICAL TREATMENT AUTHORIZATION. READ BEFORE SIGNING, ALL PARTICIPANTS DO SO VOLUNTARILY

I am aware that during the whitewater expedition, climbing activities, hiking and or any other activity offered in which I am voluntarily participating under the arrangements of DOWNEAST RAFTING INC. D.B.A ADVENTURE BOUND, NORTHERN OUTDOORS, INC.,NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS their agents, employees and associates (hereinafter called "the Companies"), certain substantial risks and dangers exist or may occur, including but not limited to, (1) hazards of traveling on a raft or other whitewater craft in rough river conditions; (2) using paddles or oars and other whitewater equipment; (3) latent or apparent defects or conditions in equipment or property supplied by the Companies; (4) contact with plants or animals; (5) hiking in rugged terrain; (6) accident or illness in areas remote from medical facilities and first aid, emergency treatment or other services rendered; (7) the forces of nature and rapidly changing weather; (8) submerged, partially submerged and undercut rocks and manmade items; (9) changing currents and turbulent water conditions; (10) travel by automobile, bus, boat or other conveyance; (11) condition of roads, trails, waterways or terrain, and accidents connected with their use; and (12) consumption of food or drink.

I also understand that the above referenced activities can demand strenuous physical exertion which requires that I be in good physical health and I agree to disclose to the Companies their agents, employees and associates, and my trip leader or guide, any physical condition that may limit my participation in any of these activities, or any other activity provided by the Companies.

In consideration of and as part payment for the right to participate in any of the above referenced activities and services arranged for me by the Companies, I UNDERSTAND AND EXPRESSLY ASSUME FOR MYSELF, MY HEIRS, ASSIGNS, LEGAL REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS, ALL OF THE RISK AND DANGERS WHICH MAY BE ENCOUNTERED PRELIMINARY TO, DURING AND SUBSEQUENT TO THIS WHITEWATER EXPEDITION OR ANY OTHER ACTIVITY, I FURTHER RELEASE AND AGREE TO INDEMNIFY AND HOLD THE COMPANIES HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER. WHETHER FORESEEN OR UNFORSEEN, ARISING OUT OF MY PARTICIPATION IN THIS WHITEWATER EXPEDITION AND/OR ASSOCIATED ACTIVITIES ON ACCOUNT OF INJURY OR LOSS TO MY PERSONAL PROPERTY, EVEN INJURY RESULTING IN DEATH, WHETHER CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE WHICH I MAY EVER HAVE AGAINST THE COMPANIES, THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS.

I understand that the risks and dangers of participation may arise from foreseeable or unforeseeable causes including but not limited to negligence of the Companies, negligence of the participants, negligence of others, accidents, breaches of contract, the forces of nature and other causes.

In consideration of the Companies agreement to accept application, applicant hereby additionally releases Brookfield White Pine Hydro LLC, Outdoor Adventure Resorts LLC, River Wild LLC, Wagner Forest Management Ltd & ForesTree 96 LP, Katahdin Forest Management LLC, Central Maine Power Company, Inc., Kennebec Point, Inc.,Great Lakes Hydro America LLC, Sustainable Forest Technologies, Mead Paper Co., Northern Outdoors Inc., Northern Outdoors Rafting, Inc., Adventure River Expeditions, Sawmill LLC and Pond Associates LLC, their servants, agents, employees, successors, and/or assigns from any claim for loss or injury of any kind, character or description which applicant may have arising out of participation in the activities of the Companies.

I also give my permission to use any and all written comments, pictures, video and/or movies in which I may appear for publicity, promotion and advertising on behalf of the Companies . The Venue of any dispute that may arise out of this agreement or otherwise between parties to which the Companies or its agents is a party shall be either the County of Somerset or State Supreme Court in Somerset County, Maine.

In recognition of the risks, which I am assuming by voluntarily participating in these activities, I hereby give the Companies, their agents and employees permission to treat me and to authorize medical treatment of me in the case of an emergency or accident. I ALSO EXPRESSLY COVENANT AND AGREE NOT TO SUE THE COMPANIES OR THEIR AGENTS OR EMPLOYEES FOR ANY INJURY OR DAMAGES OF ANY KIND WHICH MAY OCCUR AS A RESULT OF THIS OUTDOOR RECREATIONAL ACTIVITY AND ACTIVITIES ASSOCIATED THEREWITH.

I understand that I will be provided with additional information such as safety orientation and/or videotapes that will provide me with a good understanding of the risks surrounding whitewater rafting and any other outdoor activities provided by the Companies. I acknowledge that I am entitled to decide not to participate with the planned activity at any time up to and during the safety orientation and prior to entering the whitewater raft or any other specific activity. If I decide not to participate, I may be eligible for a partial refund at the company's discretion.

PLEASE COMPLETE ALL INFORMATION AND SIGN

Date(s) of Activity(s) \_\_\_\_\_ NAME (Print neatly) \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Occupation \_\_\_\_\_

E-mail address \_\_\_\_\_

In case of emergency, Contact: (Name and Relation) \_\_\_\_\_

Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

**CAUTION!**

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.**

I understand and agree that this release is to be construed and interpreted as an ongoing agreement between DOWNEAST RAFTING, INC., the companies and myself and shall continue for any multi-day activities that I may participate in. By signing this agreement, I agree that it is unnecessary for me to execute an additional release for each day of a multiday activity, so long as the activities are conducted during a continuous stay with the companies.

I understand and agree that this document is intended to be a legally binding contract and is to be interpreted under the laws of the State of Maine and that if any portion of this document is held invalid, the remaining provisions shall continue in full legal force and effect. This document contains the entire agreement between the Companies and myself.

I certify that I am eighteen years of age or older. (Initial) \_\_\_\_\_

**I HAVE CAREFULLY READ THIS DOCUMENT; UNDERSTAND ITS CONTENTS AND SIGN IT AS MY OWN FREE ACT. I CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE.**

SIGNATURE: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**LESS THAN 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.**

I am the parent/guardian of the Minor who has signed this Agreement. I have read the Agreement and understand that it is a full and final waiver and release from any claims for loss or damage that the Minor may suffer. I certify that the Minor is fully capable of participating in the activities of the Companies. I consent in the Minor's participation in the activities of the Companies and approve all of the terms of the Agreement on the Minor's behalf. I agree to indemnify and hold harmless the Companies and their owners, agents and employees from any claims that might be made against them by or on behalf of the Minor including but not limited any claims, causes of action or demands which are based on the negligence or fault of Adventure Bound, Inc and the Companies. I confirm as parent or legal guardian that the minor's age and date of birth listed above is correct.

SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_ DATE \_\_\_\_\_

Print Name: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_