

# New England Whitewater Center Penobscot Adventures

## RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of services provided by the New England Whitewater Center (NEOC) and Penobscot Adventures (PA), I agree on behalf of myself and my children, as follows:

1. I acknowledge that participation in these programs entails known and unanticipated risks, which include physical injury, paralysis, death, or damage to me or my children, to property, or to third parties. I understand that such risks are inherent in the activity and cannot be eliminated without jeopardizing the essential qualities of the activity. I voluntarily choose to participate in the activity and hereby freely assume the above-mentioned risks as well as other risks not listed that are part of these activities, and any harm resulting from the Activity or during any transportation to or from the Activity, including but not limited to any injury or loss caused by the negligence of NEOC/PA, its employees, agents and officers, its contractors, and other Activity participants. I have read the list below of some risks associated with these programs.
2. I understand that NEOC/PA is not responsible for the weather, terrain, wildlife, or equipment failure and that these factors may cause or contribute to an injury or property damage.
3. I release and discharge NEOC/PA from any and all claims or liabilities arising from or connected with me or my children's participation in these activities, as well as any and all claims or liabilities arising from or connected with his or her or my presence on NEOC/PA premises, or on any property owned by others where activities are conducted. I agree, on my own behalf and on behalf of my children, not to assert or bring, at any time in the future, against NEOC/PA, or the owner of property where program activities are conducted, any claim of any kind as a result of, or in any way arising out of or connected with, my or my children's participation in the activity. I agree to indemnify and hold NEOC/PA and such owners harmless from any and all such claims by me or my children, or anyone else related to or associated with us, or anyone representing any of the foregoing.
4. I am aware of the level of fitness that is needed for these activities. I certify that neither my children nor I have any medical conditions or restrictions that prevent them from safely participating in these programs, other than specified below. \*
5. I consent on behalf of me and my children to be photographed/filmed while participating in these activities and to use such photographs/footage for any purpose, including training, advertising, news articles and displays.
6. I understand that as part of the activities, it is necessary for NEOC staff to place, adjust, and manipulate personal protective equipment on me or my children; I consent on behalf of my children to be touched for these purposes only.
7. I understand that this release applies to me, my children, and each of our heirs, insurers, successors, and assigns.
8. I understand that I am responsible for obtaining any and all licenses necessary for these activities in the state of Maine, and for reading and understanding the rules and laws of the activity.

**RISKS IN ALL ACTIVITIES INCLUDE:** falls, dehydration, muscle strains, muscle sprains, bone breaks, abrasions, cuts, concussions, overexertion, overheating, injuries from my lack of fitness, mental or emotional conditions, injuries from the lack of appropriate clothing and equipment for the activity, exposure to biting insects and the infectious diseases they may carry, hostile or aggressive wildlife, equipment failures, losing control of the equipment, collisions with other vehicles, boats, or obstacles, failure to wear a helmet and/or other protective equipment, negligence of others, exposure to poisonous plants, sunburn and the various forces of nature and acts of God, such as weather.

Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during the activity; NEOC assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation that my children or I incur.

I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

**ADDITIONAL ACTIVITY-SPECIFIC RISKS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:**

**RAFTING:** the hazards of traveling down a fast flowing river in an inflatable raft, anticipated and unanticipated fluctuations in water flows, hiking through rugged wilderness terrain, the occurrence of an accident or illness in a

remote place without immediate access to modern medical facilities, capsizing in cold water conditions, collision with other water craft, becoming stranded on rocks or islands or becoming trapped in river currents, the various forces of nature and acts of God, and travel by automobile or other conveyance and other risks, including negligence by New England Whitewater Center Inc, or Penobscot Adventures II LLC and its officers, directors, employees or other participants in the expedition. I understand and acknowledge that the foregoing description of risks and dangers is not complete or exhaustive and that other risks and dangers, known and unknown, anticipated and unanticipated, may also exist and result in harm.

**WILDLIFE TOURS:** heat-related illnesses, hypothermia, high wind-related incidents, unpredictable terrain or water conditions, lightning, flash flood, river currents, road and traffic conditions, blisters, animal attacks, head injury, and death.

**FISHING:** heat-related illnesses, hypothermia, high wind-related incidents, unpredictable terrain or water conditions, road and traffic conditions, blisters, animal attacks, equipment failure or accidents, head injury, and death.

**BIKING:** heat-related illnesses, hypothermia, unpredictable terrain, road and traffic conditions, blisters, animal attacks, head injury, and death.

**KAYAKING, CANOEING and PADDLEBOARDING:** heat-related illnesses, dislocations, hypothermia, blisters, swimmer's ear, sinus problems, infection, seasickness, and drowning.

**OUTDOOR SKILLS:** heat-related illnesses, hypothermia, trips, falls, and death.

**WINTER ACTIVITIES, SUCH AS SKIING AND SNOWSHOEING AND ICE-FISHING:** cold-related illnesses, head and neck injuries, hypothermia, avalanches, ice falls, rock falls, frostbite, blisters, snow blindness, and death.

I understand and acknowledge that the foregoing description of risks and dangers is not complete or exhaustive and that other risks and dangers, known and unknown, anticipated, and unanticipated, may also exist and result in harm.

In consideration of, and as part payment for, the rights to participate in the activities, I have and do hereby voluntarily assume all the above risks of harm. I further hereby release and discharge, covenant not to sue, and will indemnify and hold harmless New England Whitewater Center Inc, DBA New England Outdoor Center, Penobscot Adventures II LLC, its officers, directors and employees, as well as Brookfield White Pine Hydro LLC, NextEra Energy Resources, Bayroot LLC, Wagner Forest Management, Ltd., Action River Adventures, Katahdin Paper Company, Katahdin Forest Management LLC, Great Lakes Hydro America, LLC, Katahdin Timberland LLC, American Forest Management Inc, POC LLC, and its members, managers, officers, subsidiaries, parent entities and trusts, affiliates, agents, servants, and employees, and their respective successors heirs and assigns, and the State of Maine ("Releases") from any and all liability or causes of action I now have or that may arise directly or indirectly from or relate to my trip or participation in any of the activities, including without limitation, liability or causes of action asserting or caused by the negligence or breach of contract of Releases, and asserting loss of consortium by or in relation to me, intending hereby to assume risks, grant a release and to indemnify as broadly and inclusively and as unconditionally as permitted by law.

**I have read and understand the above terms and** the terms hereby shall be binding on my heirs, executors, and administrators. As a parent/guardian, and, in consideration for permitting my minor child(ren) identified below to participate in the foregoing activities, the terms hereof shall further serve as an assumption of risk and release for my child or children. I personally agree to indemnify Releases for any claims of such minor child or children for any harm arising out of or relating to participation in the activities, including claims asserting negligence of the Releases. I also grant New England Whitewater Center Inc. and Penobscot Adventures II LLC the right to use any photos or films taken during my trip with New England Whitewater Center Inc. or Penobscot Adventures II LLC in their promotional effort.

**CAREFULLY READ BEFORE SIGNING**

**PLEASE PRINT**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

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

Day Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

**Adult Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Minors Section Only**

Name of Minor: \_\_\_\_\_ Relationship of Adult above: \_\_\_\_\_

Signature of Minor: \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\*Please list any allergies or other medical concerns, including any required medications and any physical or other restrictions on the reverse side of this form.