

IMPORTANT INFORMATION PLEASE READ

MAINE KAYAK, INC.

WAIVER AND RELEASE OF LIABILITY

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

I fully understand, acknowledge, and agree: (a) that outdoor recreational activities have known, unknown, and inherent risks, dangers and hazards and such exists in my use of kayaking equipment and my participation in kayaking 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 Kayak, Inc., the negligence of subcontractors, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, terrain; weather; tides, currents, and water levels; guide decision making, including that a guide may misjudge terrain, weather, trail, access, or route location; tides, currents, and water levels; 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 (e) 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 Kayak, Inc., subcontractors to Maine Kayak, Inc., 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 Kayak, Inc., North Country Rivers, Inc., Lorimer Mcrae LLC., Maine Whitewater, Inc., Florida Power and Light Co., Central Maine Power Co., Katahdin Forest Management LLC., The Chewonki Foundation, Great Northern Energy, 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 kayaking equipment or my participation in kayaking activities.

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, employees or subcontractors of Maine Kayak, Inc. and the other Releasees. I hereby allow Maine Kayak, Inc. and any other person to take my picture for possible promotional usage in brochures, websites, and any other use. I have read the above waiver and release and, by signing it, agree. It is my intention to exempt and relieve Maine Kayak, Inc. from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

SIGNATURE

DATE OF BIRTH

DATE OF TRIP

SIGNATURE OF PARENT OR GUARDIAN

(If less than 18 years old)

ACTIVITY: SEA - LAKE - RENTAL - WHITEWATER

(CIRCLE ONE)

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

NAME: _____ ADDRESS: _____

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

PHONE (HOME) _____ (WORK) _____

(CELL) _____ EMAIL _____

HAVE YOU EVER GONE KAYAKING WITH MAINE KAYAK BEFORE? YES NO **(CIRCLE ONE)**

HAVE YOU KAYAKED WITH ANOTHER OUTFITTER(S) - NAME? _____