Three Rivers Whitewater, Inc.
Unicorn Rafting Expeditions, INC.
Wilderness Rafting Expeditions

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
*****READ BEFORE SIGNING*****

Participant Name _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from whitewater rafting and related activities involved in this program is significant, including the potential for permanent paralysis and death.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE DIRECT OR INDIRECT NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS UNICORN RAFTING EXPEDITIONS, INC.**, **WILDERNESS RAFTING EXPEDITIONS, INC., AND THREE RIVERS WHITEWATER, INC.,** its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM ANY NEGLIGENCE, ACT OR OMISSION OF THE RELEASEES OR OTHERWISE RELATING TO WHITEWATER RAFTING AND RELATED ACTIVITIES,** to the fullest extent permitted by law and as set forth by the Maine Supreme Judicial Court in Lloyd v. Sugarloaf Mountain Corp., 2003 ME 113.

5. I permit the use of any photos, slides, films, or sketches of participation taken during the day's activities for publicity, advertising, promotion or other commercial purpose.

6. I will not be under the influence of alcohol or controlled substance and will not carry, use, or consume these substances before or during the scheduled activities.

7. Should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses, including legal fees and costs, incurred by the other party or parties in defending such claim.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I FURTHER ACKNOWLEDGE THAT WHITEWATER RAFTING IS A VOLUNTARY ACTIVITY AND NEITHER A PUBLIC SERVICE NOR A PRACTICAL NECESSITY AND I AM FREE TO DECLINE TO PARTICIPATE.

X_____ _____ _____
Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____
Parent/Guardian Signature Date Emergency Phone Number(s)