Moxie Outdoor Adventures/North American Whitewater

PLEASE READ CAREFULLY-WAIVER AND RELEASE OF LIABILITY

In consideration of **Moxie Outdoor Adventures/North American Whitewater & Brookfield White Pine Hydro** furnishing services and/or equipment to enable me to participate in **whitewater rafting, camping, canoeing, inflatable kayaking, hiking and/or kayaking** I hereby agrees 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 rafting, camping, canoeing, inflatable kayaking, hiking and/or kayaking equipment** and my participation in the above adventure 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 could cause serious disability; (c) these risks and dangers may be caused by negligence of owners, employees, officers or agents of **Moxie Outdoor Adventures/North American Whitewater/Brookfield White Pine Hydo,** 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 a guide that may misjudge terrain, weather, trail or river route location, water levels, risks of falling out of or drowning while in a raft, canoe, kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in the wilderness, outdoor or recreational environment; and (d) by my participation in the 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 negligence or other conduct of the owners, agents, officers, or employees of **Moxie Outdoor Adventures/North American Whitewater/Brookfield White Pine Hydro**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 **Moxie Outdoor Adventures/North American Whitewater/Brookfield White Pine Hydro** and its owners, agents, officers and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of **whitewater rafting, camping, canoeing, inflatable kayaking, hiking and/or kayaking equipment** or my participation in **whitewater rafting, camping, canoeing, inflatable kayaking, hiking and/or 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 or employees of **Moxie Outdoor Adventures/North American Whitewater & Brookfield White Pine Hydo.**

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which **Moxie Outdoor /North American Whitewater/White Pine Hydro** or its agents is a party shall be either the town of The Forks, Maine Justice Court, or the County or State Supreme Court in Somerset County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE MOXIE OUTDOOR ADVENTURES/BROOKFIELD WHITE PINE HYDRO FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PLEASE PRINT CLEARLY & FILL OUT COMPLETELY

_____   _____   _____
Name   Age   Date

_____   PLEASE CIRCLE   HOW DID YOU HEAR ABOUT US
Address   Apt/Floor   Kennebec   Brochure Distribution   Chamber of Commerce
                                                                   Dead   Internet   Printed Advertisement
_____   Trade Show   Radio
City/Town   State   Zip   Referral from a guest   Other:_____

E-Mail Address:_____

Have you taken a trip with us before? **Y N** Has your household received a mailing from us? **Y N** Is this a new address/name for you? **Y N**

_____   Group Name(if applicable):_____
Signature