



P.O. Box 100, Route 201  
The Forks, ME 04985  
Telephone 207-663-4466

This participation agreement must be signed (with no alterations) by each person rafting or participating in any Northern Outdoors, Inc., Northern Outdoors Rafting, Inc., Adventure Outdoors, Adventure River Expeditions, Inc., and/or Downeast Rafting dba Downeast Adventure Bound activity. For any participation under 18 years of age, the consent at the bottom of the agreement must be signed in advance by parent or legal guardian and presented at Northern Outdoors upon arrival. This form may be photocopied or additional forms are available by writing Northern Outdoors, Inc. P.O. Box 100, The Forks, ME 04985 or calling (207) 663-4466.

## **A USER PARTICIPATION AGREEMENT**

**and**

### **EXPRESS ASSUMPTION OF RISK AND RELEASE OF LIABILITY BY TRIP MEMBERS**

#### **READ BEFORE SIGNING - ALL PARTICIPANTS DO SO VOLUNTARILY**

I understand that outdoor recreation activities do involve risk and that I am cognizant of the risks and dangers inherent in the activities I am contracting for. I hereinafter state that in signing this Release for myself and other family members, including minor children, that I understand the intent of this Release and agree to absolve and hold harmless NORTHERN OUTDOORS, INC., NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS, INC., ADVENTURE OUTDOORS and/or DOWNEAST RAFTING dba DOWNEAST ADVENTURE BOUND (hereinafter referred to as "the Companies") and their agents or employees connected with this event in any way from and against any blame or liability for any injury, illness, disease, misadventure, harm, loss, inconvenience, or damage suffered as a result of participation in the contracted for activity or any activity associated with it, including any harm, illness, disease, injury or damages resulting from the negligence or fault of the Companies.

I understand and agree that this release is to be construed and interpreted as an ongoing agreement between NORTHERN OUTDOORS, INC., NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS INC., ADVENTURE OUTDOORS, DOWNEAST RAFTING dba DOWNEAST ADVENTURE BOUND and/or myself.

In consideration of the agreement by the Companies to accept application, I, individually, and as parent/guardian of any minor executing this Agreement, do release and forever discharge the Companies and their owners, agents or employees connected in any way with the contracted for activity from any and all actions, claims, causes of action, expenses, damages and demands of any kind including but not limited to any claim of damages for bodily injury, illness, disease, death or loss of personal property now existing or which may in the future result from my or my child's/ward's participation in the activities contracted for including scheduled and unscheduled events. I recognize and agree that this Release covers all claims or demands against the Companies and their owners, agents and employees including claims or demands based on the negligence or fault of the Companies and their owners, agents and employees.

In consideration of the agreement by the Companies to accept application, I agree that I and my child/ward do expressly and voluntarily assume the risks and dangers of personal injury, death or property damage to either of us resulting from or related to my or our participation in any of the contracted for activities, including scheduled or unscheduled events.

I represent that myself and my family (including any minor children) are in good health with no physical or mental defects that may pose a danger to the participation of myself or family in the activities contracted for including any scheduled or unscheduled events. I agree and am aware that as a condition of being allowed to participate in the activities of the Companies that I will not consume any alcoholic beverages or other substances including, but not limited to any drugs or medications which would impair my senses before or while participating in any outdoor recreational activities.

I understand that any route or activity chosen as a part of our outdoor adventure may not be the safest but has been chosen for its interest and challenge.

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 Central Maine Power Company, Inc., FPL Energy Maine Hydro, LLC, Great Lakes Hydro America, LLC, Katahdin Forest Management, LLC, Wagner Forest Management Ltd, Forestree 96 LP, Downeast Rafting dba Downeast Adventure Bound, Outdoor Adventure Resorts, LLC River Wild, LLC, Sustainable Forestry Technologies, 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.

This Express Assumption of Risk and Release of Liability also acts as a Waiver for any protection that may be afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this RELEASE of LIABILITY.

I further understand that having read and understood the above Agreement and Release of Liability that by signing this agreement on behalf of myself and my family (including minor children) that I surrender valuable rights, and I agree not to sue in my individual capacity or in my capacity as parent/guardian and next friend, the Companies and their owners, employees and agents. I do sign this release form and do so freely and voluntarily.

I further agree to obey and follow the information, instruction, and rules, including but no limited to those which are offered from the literature, owners, employees or agents of the Companies while checking in at the beginning of the activity and while participating in any activities.

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 for NORTHERN OUTDOORS Inc., NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS, Inc. and/or ADVENTURE OUTDOORS, Inc. and/or DOWNEAST RAFTING dba DOWNEAST ADVENTURE BOUND.

The Venue of any dispute that may arise out of this agreement or otherwise between parties to which NORTHERN OUTDOORS, INC., NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS, INC., ADVENTURE OUTDOORS, INC. and/or DOWNEAST RAFTING dba DOWNEAST ADVENTURE BOUND or its agents is a party shall be either the County of Somerset or State Supreme Court in Somerset County, Maine.

**TRIP ORGANIZER** \_\_\_\_\_

*(Turn Over)*

**PLEASE COMPLETE ALL INFORMATION AND SIGN ON THE BACK.**

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 NORTHERN OUTDOORS, INC., NORTHERN OUTDOORS RAFTING, INC., ADVENTURE RIVER EXPEDITIONS INC., and/or ADVENTURE OUTDOORS and/or DOWNEAST RAFTING D/B/A DOWNEAST ADVENTURE BOUND. I acknowledge that I am entitled to decide not to participate with the planned activity anytime during safety orientation and prior to entering the whitewater raft or any other specific activity. If I decide not to participate I will be eligible for a refund of that portion of any fee package directly related to said activity. We reserve the right to modify and/or refuse anyone the opportunity to participate in any of our adventures because of a medical or physical condition or size limitation that we feel might expose them to extreme risk.

Trip or Activity

Date of Activity  /  /  Name of River

NAME (Please print neatly)

Age  Date of Birth  /  /  (Month, Day, Year)

Street  City

State  Zip Code  Telephone  -  -

Occupation

Employed by

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

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

Address

Telephone  -  -

**CAUTION!**

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

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**UNDER 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 to any claims, causes of action or demands which are based on the negligence or fault of the Companies. **I confirm as parent or legal guardian that the minor's age and date of birth listed above is correct.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RIVER LUNCH CHOICES:  STEAK  TERIYAKI CHICKEN  SALMON  VEGGIE BURGER

*We here at NORTHERN OUTDOORS are always planning and arranging new adventures. Please check off any of the programs below about which you would like to receive more information.*

- Whitewater Rafting
- Snowmobile Rentals & Guided Tours
- Snowmobiling
- Two-day, Overnight Wilderness Adventures
- Corporate Retreats  
Teambuilding programs, Meetings & Conferences
- Learning with Adventure  
Adventure Challenge Programs for schools and youth groups
- Bass Fishing
- Family Adventures
- Rock Climbing
- Lake Kayak Touring
- Trophy Deer Hunting