

WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY

In Consideration of MaineGuiding furnishing services and/or equipment to enable me to participate in MaineGuiding's guided canoe tripping, I agree 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 MaineGuiding's equipment and my participation in MaineGuiding's canoe tripping activities; (b) my participation in such activities and/or use of such equipment may result 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 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 that a guide may misjudge terrain, weather, trail, hazards and dangers that are integral to the recreational 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 of conduct of the owners, agents, officer, or employees of MaineGuiding, or by any one 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 MaineGuiding and its 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 MaineGuiding's equipment or my participation in MaineGuiding's 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 negligent acts or other conduct by the owners, agent, officer or employees of MaineGuiding.

Any claims or dispute that may arise out of this agreement or otherwise between the parties to which MaineGuiding or its agents is party shall be venued in the Penobscot County Supreme Court of the State of Maine.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE MAINEGUIDING FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ SIGNATURE	_____ AGE	_____ DATE
_____ NAME(PRINTED)	_____ GROUP NAME	
_____ Street Address		
_____ City	_____ State	_____ Zip

Please return this form with the personal Information and Trip Agreement Form.