

**WINDFALL RAFTING AND OUTDOOR ACTIVITIES WAIVER  
AND PARENTAL PERMISSION AGREEMENT  
(This agreement to be used for adults only)**

IN CONSIDERATION of my being given the opportunity to participate in any WINDFALL RAFTING, INCORPORATED outdoor activities, including but not limited to whitewater rafting, kayaking, rock climbing, biking, canoeing, paintball, swimming, camping, hiking, and similar activities (hereinafter "Activities") I, for myself and my personal representatives, assigns, heirs, and next of kin ("Releasers") state and agree as follows:

**I UNDERSTAND, ACKNOWLEDGE, AND HAVE BEEN FULLY INFORMED** (a) that the Activities and the equipment used in or related thereto can be and are very dangerous and involve the risk of serious injury including permanent disability, paralysis, and death, and/or property damage (the "Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, or the negligence of the Releases named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time that may result as a direct or indirect result of the Activities; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I may incur directly or indirectly as a result of my participation in the Activities. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases.

**I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** (a) WINDFALL RAFTING, INCORPORATED and its trustees, administrator, directors, owners, employees, workers, volunteers, agents, officers, counselors, instructors, rescue personnel, (b) the owners and lessees of premises used to conduct the Activities, (c) the owners and lessees of equipment used in the Activities, or (d) other participants, students, or campers involved in the Activities, all of whom for the purposes herein are referenced to as "Releasees," from all liability to me, to my next of kin, personal representatives, assigns, heirs, for any and all loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death arising out of or related directly or indirectly to the Activities, whether caused by the negligence of the Releasees or otherwise, including negligent rescue operations.

**I FURTHER AGREE** that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim, whether the claim is alleged to have been caused by the negligence of the Releasees or otherwise. Further, any claims or disputes relating to my participating in the Activities shall be venued in the Somerset County Supreme Court in the State of Maine, and that Maine law shall govern this agreement.

**I HEREBY REPRESENT** that I am qualified, in good health, in proper physical condition, and of reasonable age and maturity to participate in such Activities. I represent that I have been advised that I must wear an approved personal flotation device at all times when on the water and affirm that 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 Activities.

**I hereby grant the Windfall Rafting Incorporated permission to use, reproduce, publish or distribute any photographs, films, videotapes and/or sound recordings of me for use in materials the Windfall Rafting Incorporated may create.**

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND AN ASSUMPTION OF THE DUTY TO INDEMNIFY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Date: \_\_\_\_\_ Returning Customer: \_\_\_\_\_

Participant's Name \_\_\_\_\_ Age \_\_\_\_\_ Trip Date \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Email Address \_\_\_\_\_

Street and Apt. Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Group Name (if Applicable) \_\_\_\_\_

**DO NOT LOSE - PLEASE GIVE COMPLETED FORM TO YOUR GROUP LEADER**

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