

**CRAB APPLE WHITEWATER, INC.**  
**PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Crab Apple Whitewater, Inc., FPL Maine Hydro, Union Water Power Company, Kennebec Water Power Company, International Paper Company, U.S. Generating Company, The Town of Charlemont, Massachusetts, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "C.A.W.") I hereby agree to release and discharge C.A.W. on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that rafting on rivers, including use of single and double passenger inflatable "funyaks", entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include among other things:** Whitewater rapids will be encountered. I can be jolted, jarred, bounced, struck by other passengers or their paddles, thrown to and fro, and shaken about during rides through some of these rapids. Rafts and funyaks could turn over or I could be washed overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft and funyaks. Rafts and funyaks are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure can cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also, prolonged exposure to cold water can result in hypothermia and, in extreme cases, death and accidental drowning is also a possibility. Furthermore, the guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.A.W. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C.A.W.'s equipment or facilities, including any such claims which allege negligent acts or omissions of C.A.W.

4. I acknowledge that C.A.W. employs a photographer to take photographs and videos of the rafting or funyak trip and I expressly agree that my photograph or video may be taken for the purposes of selling the photographs and videos to myself or other participants and for the purposes of marketing and advertising C.A.W.

5. Should C.A.W. or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

7. In the event that I file a lawsuit against C.A.W., I agree to do so solely in the State of Maine, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C.A.W. on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification  
(Must be completed for participants under age 18)**

In consideration of \_\_\_\_\_ (print minors name) ("Minor") being permitted by C.A.W. to participate in its activities to use its equipment and facilities. I further agree to indemnify and hold harmless C.A.W. from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use of participation by minor.

Signature of Parent/Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_