RAFTER
NON-RAFTER

2010 Season (NEOC)

RIVER LUNCH (choose one): STEAK _____ CHICKEN _____ FISH _____ VEGETARIAN _____

RELEASE AND ASSUMPTION OF RISK AGREEMENT

I am aware that some of the same conditions that contribute to the unique character and excitement of a rafting expedition and related activities provided by New England Outdoor Center, including, but not limited to, kayaking instruction and fishing (the "activities"), also present inherent risks and dangers that could cause property damage, bodily or emotional injury, even death ("harm"). These risks and dangers include, but are not limited to, the hazards of traveling down a fast flowing river in an inflatable raft, anticipated and unanticipated fluctuations in water flows, hiking through rugged wilderness terrain, the occurrence of an accident or illness in a remote place without immediate access to modern medical facilities, capsizing in cold water conditions, collision with other water craft, becoming stranded on rocks or islands or becoming trapped in river currents, the various forces of nature and acts of God, and travel by automobile or other conveyance and other risks, including negligence by New England Outdoor Center, and its officers, directors, employees or other participants in the expedition. I understand and acknowledge that the foregoing description of risks and dangers is not complete or exhaustive and that other risks and dangers, known and unknown, anticipated and unanticipated, may also exist and result in harm.

In consideration of, and as part payment for, the rights to participate in the activities, I have and do hereby voluntarily assume all of the above risks of harm. I further hereby release and discharge, covenant not to sue, and will indemnify and hold harmless New England Outdoor Center, its officers, directors and employees, as well as NextEra Energy Resources, Bayroot LLC, Wagner Forest Management, Ltd., Action River Adventures, Katahdin Paper Company, Katahdin Forest Management LLC, Great Lakes Hydro America, LLC, Katahdin Timberland LLC, American Forest Management Inc, River Wild LLC, POC LLC, and its members, managers, officers, subsidiaries, parent entities and trusts, affiliates, agents, servants, and employees, and their respective successors heirs and assigns, and the State of Maine ("Releasees") from any and all liability or causes of action I now have or that may arise directly or indirectly from or relate to my trip or participation in any of the activities, including without limitation, liability or causes of action asserting or caused by the negligence or breach of contract of Releasees, and asserting loss of consortium by or in relation to me, intending hereby to assume risks, grant a release and to indemnify as broadly and inclusively and as unconditionally as permitted by law.

The terms hereby shall be binding on my heirs, executors and administrators. As a parent/guardian, and, in consideration for permitting my minor child(ren) identified below to participate in the foregoing activities, the terms hereof shall further serve as an assumption of risk and release for my child or children. I personally agree to indemnify Releasees for any claims of such minor child or children for any harm arising out of or relating to participation in the activities, including claims asserting negligence of the Releasees. I also grant New England Outdoor Center the right to use any photos or films taken during my trip with New England Outdoor Center in their promotional effort.

CAREFULLY READ BEFORE SIGNING

REQUIRED PERSONAL INFORMATION (please print clearly)

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Day Phone: ___ — ___ — ____ Ext: _____

Evening Phone: ___ — ___ — ____ Do you want to be on our mailing list? **Y** or **N**

Email: _____

Adult Signature: _____ Date: _____

(Minors section only)

Relationship of Adult above: _____

Name of Minor: _____ **Signature of Minor:** _____

Please send or email me additional information on other NEOC programs:

____ Snowmobiling ____ Kayak Instruction ____ Hunting ____ Fishing ____ Lakeside Lodging ____ Employment

____ River Drivers Restaurant, Weddings and Functions ____ Moose and Wildlife Tours ____ Other_____