

# WHITE MOUNTAIN EXPLORATION

## WHITE MOUNTAIN EXPLORATION LLC RELEASE AND ASSUMPTION OF RISK AGREEMENT KAYAKING

**Notice: Read this document carefully. This document affects your legal rights, and contains waivers and releases of your rights. Each person participating in any activity offered by White Mountain Exploration LLC must sign this document. A parent or legal guardian of each participant who is a minor under 18 years old must also sign this document in both his/her individual capacity and his/her capacity the parent or guardian of the minor in order to bind the minor as if he/she was at least 18 years old. Each reference to "I" or "me" that appears below refers to each adult signing this Agreement and each minor Participant for whom I am signing this Agreement as her/his parent or legal guardian.**

I wish to participate in kayaking or other boating instruction, tours and/or trips and other related activities offered by White Mountain Exploration LLC kayaking activity. I acknowledge that my participation in kayaking involves known and unanticipated risks which could result in physical or emotional injury, musculoskeletal injuries, head injuries, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of kayaking. The risks include, among other things: the risk of drowning and hazards associated with water levels, movements and conditions, including whitewater rapids levels, movements and conditions, sea conditions, rough seas, surf, eddy and wave conditions, strong currents, steep and breaking waves on bodies of water, and exposure to cold water; fog and limited visibility; collisions and other accidents involving other boats and ships; falling on the ground or into bodies of water; equipment defects or malfunctions; the exposure to natural elements and the forces of nature and environmental hazards; weather conditions, including very cold weather, heat, sun exposure, and possible resulting hypothermia, hyperthermia, exhaustion, sunburn, heat stroke, dehydration, frostbite, and frostnip; participating beyond my personal limits; the fact of illness, injury or accident occurring far from medical care facilities; poor or impaired balance, physical coordination or ability to follow instruction; slipping or falling on rough or slippery surfaces or other terrain; falling trees, branches or rocks, avalanche or rockslides; falling on others; others falling on me; encountering or attack by snakes, other reptiles, insects and other animals; exposure to high altitude which may affect coordination, reaction time, and judgment, perception and thinking; the possible firing of firearms by hunters or others; vehicular and other accidents while traveling to and from Activity sites; or my own or other person's negligence.

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

I certify that I am in good health and capable of participating in kayaking. I grant permission to White Mountain Exploration LLC to seek and obtain medical care for me and any minor for whom I have signed this Agreement for injury or illness occurring as a result of or otherwise during participation in kayaking.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless White Mountain Exploration LLC and its shareholders, directors, officers, employees and agents (all of which are collectively called the "Released Parties"), from and against any and all claims, demands or causes of action which are in any way connected with my participation in kayaking or my use of equipment or facilities provided by White Mountain Exploration LLC, including any such claims which allege negligent acts or omissions by any of the Released Parties. I confirm that the foregoing release of claims and indemnification are intended to cover all claims whether or not known, suspected or anticipated at this time, and I waive the benefit of any law that would purport to limit the scope or effect of the release and indemnification, whether by excluding unknown, unsuspected or unanticipated claims or in any other manner.

I also agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on my participation in kayaking. Should any of the Released Parties be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

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

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in kayaking, I have waived my right to maintain a lawsuit against any Released Party on the basis of any claim from which I have released it herein.

I acknowledge that White Mountain Exploration LLC may take photographs and video and sound recordings of me in conjunction with participation in kayaking. I grant White Mountain Exploration LLC the unconditional and irrevocable right to use, re-use, publish and exhibit the photographs and/or recordings and/or my name, either alone or

accompanied by other information or material, in any manner and in any medium now or hereinafter known throughout the world, in whole or in part, in edited, modified or altered format, at any time hereafter for advertising, promotional, or any other purpose whatsoever. All photographs and recordings will become and remain the sole and exclusive property of White Mountain Exploration LLC, and I will not retain, acquire nor assert now or in the future any right, title or interest in them. White Mountain Exploration LLC shall have no obligation or responsibility whatsoever to me in connection with the photographs or the granting of these rights. I hereby waive and release and forever discharge the Released Parties from any claims that I may now or in the future have in connection with the use of my name and/or the photographs and recordings.

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

**If I am signing this agreement as a parent or legal guardian of a minor under age 18, I confirm that I am granting permission for that minor to participate in Kayaking. I specifically confirm that I am providing the releases, discharges, indemnifications and other assurances, certifications and agreements contained herein on behalf of myself and any minor under age 18 for whom I am signing this Release and Assumption of Risk Agreement and that each reference to "I" or "me" shall in this Agreement shall refer to me and to each minor for whom I am signing as her/his parent or legal guardian.**

Parent/Adult Participant Name (*print legibly*): \_\_\_\_\_

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Adult Participant Age: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Address City ST Zip

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Parent/Adult Participant Signature: \_\_\_\_\_

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**MINOR PARTICIPANT** (Write "NONE" in the space below if you are not signing for any Participants under age 18)

Minor Participant Name (*print legibly*): \_\_\_\_\_

*If any Minor Participant is listed above, complete the following:*

I have read the Release and Assumption Of Risk Agreement, have discussed it with my parent or legal guardian, and have had the opportunity to ask any questions that I have about Kayaking and the hazards and risks associated with it.

Minor Participant Signature: \_\_\_\_\_

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Minor Participant Age: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Address City ST Zip

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**PLEASE GIVE THE COMPLETED AND SIGNED RELEASE AND ASSUMPTION OF RISK AGREEMENT TO WHITE MOUNTAIN EXPLORATION STAFF.**

**PLEASE RETAIN A COPY OF THIS RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR YOUR RECORDS.**