

Release of Liability and Assumption of All Risks

(PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)

ASSUMPTION OF RISKS

I, _____, acknowledge that I have voluntarily applied to participate in the trip designated on this application or a trip which I may subsequently transfer to. I am voluntarily participating on the tour or expedition with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of H2Outfitters, Inc. or others. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

RELEASE

I acknowledge that the cost of all H2Outfitters trips is based upon Trip Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE H2OUTFITTERS, INC. AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION, AND THE USE OF H2OUTFITTERS SUPPLIED EQUIPMENT, I agree that this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release H2Outfitters, Inc. from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by H2Outfitters, Inc. and upon acceptance shall be deemed to have been entered into and to be performed in Cumberland County, Maine. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute will be submitted to a neutral third-party mediator in Cumberland County, Maine with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation then (b) the dispute shall be submitted for binding arbitration through the American Arbitration Association in Cumberland County, Maine (c) the dispute will be governed by Maine law; and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with H2Outfitters.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information", especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Applicant _____ Date of Birth: _____

Printed Name _____

Address: _____ Home Phone _____

Work Phone _____

Email address: _____

PARENT OR GUARDIAN OF A MINOR I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in the trip or expedition. I agree individually and on behalf of my child to the terms above.

Name of minor if applicable _____ Signature of Releasor _____

How did you hear about H2Outfitters? _____

Would you like to be placed on our mailing list? _____ yes _____ no _____ I am already on it

Please mail this application with your deposit of \$500, payable to H2Outfitters, PO Box 72, Orr's Island, ME 04066