

Magic Falls Adventures, LLC Operating under Magic Falls Rafting and Magic Rivers Rafting

38 Dead River Rd West Forks, ME 04985 1(800) 207-7238 PO Box 9 West Forks, ME 04985 adventures@magicfalls.com

REGISTRATION FORM PLEASE PRINT

Name	Date of Birth	
Address		
CityStateZip		
	Phone	
Do you have any medical or other health conditions w	ve should be aware of? YesNo	
If yes, explain		
Are you taking any prescribed medication? Yes		
If yes, please list:		
Family Physician		

Read Carefully

Waiver and Release of Liability

In consideration of Magic Falls Adventures LLC, (herein after Magic Falls Adventures LLC), furnishing services and/or equipment to enable me to participate in whitewater rafting, inflatable kayaking and tubing I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Magic Falls Adventures LLC recreational equipment and my participation in whitewater rafting, inflatable kayaking, and tubing activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including; but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Magic Falls Adventures LLC: the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other cause. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, including severe and life-long injury or death, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Magic Falls Adventures LLC, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Magic Falls Adventures LLC and Brookfield White Pine Hydro LLC, and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Magic Falls recreational equipment or my participation in whitewater rafting, inflatable kayaking and tubing activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Magic Falls Adventures LLC and Brookfield White Pine Hydro LLC.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which **Magic Falls Adventures LLC** or its agents is a party shall be Somerset County Maine.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE, IT IS MY INTENTION TO EXEMPT AND RELIEVE MAGIC FALLS ADVENTURES LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE

SIGNATURE	AGE	DATE	
SIGNATURE OF PARENT OR GUARDIAN (If under the age of 18)			