



## ASSUMPTION OF RISK AND INDEMNIFYING RELEASE AGREEMENT

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING; BY SIGNING THIS RELEASE YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. Consider that you are assuming both physical and legal risks which have potential financial implications for yourself and/or your family should you be injured or killed while participating in the Old Quarry Activities identified below.**

The undersigned ("I" "Me" or "My"), hereby acknowledges, agrees, understands and assumes the risk and inherent danger associated with water-based activities, including, but not limited to, guided and unguided power boating, kayaking, canoeing, and sailing as well as guided and unguided land-based activities including, but not limited to, day and overnight camping and related activities, swimming, mountain biking, whale watching, back-country hiking, rock climbing, sightseeing and fishing in the wilderness on unmarked, rugged terrain (collectively, the "Old Quarry Activities") organized by Old Quarry Ocean Adventures, Inc. ("Old Quarry") and agree that in consideration of being permitted to participate in the Old Quarry Activities, I do hereby release absolutely, forever discharge, and covenant not to sue Old Quarry, its successors, assigns, employees, representatives, attorneys, officers, directors, associates and agents, William B. Baker, individually and The Baker Family Trust, (all of whom are hereinafter collectively referred to as the "Releasees") of and from any and all claims, demands, judgments, causes of action, and liabilities, including, but not limited to, consequential damages, whatsoever of every name, theory and nature, known and unknown for bodily injury, personal injury, property damage or death or other damage that I sustain from whatever cause during, arising out of, or as a result of such participation in the Old Quarry Activities or any activity related therewith provided hereunder to Me by the Releasees now or in the future notwithstanding that such injuries or losses may have been caused by the negligence of the Releasees.

And, I do hereby acknowledge and agree that:

- (i) The Old Quarry Activities are very dangerous, exposing participants, including Myself, to many inherent risks and hazards, including, but not limited to, loss or damage to personal property, immersion in cold water, hypothermia, drowning, inclement weather, slipping and falling, falling objects, hazards of travel in the ocean, in forests, low and high altitudes, steep terrain, encounters with wild animals, travel by boat, foot, bicycle and other conveyance, forces of nature, malfunctioning equipment, absence of equipment, inexperience of other participants and other persons and injury or illness in remote areas without means of rapid evacuation or adequate medical care, supplies or facilities (collectively, "Risks and Hazards");
- (ii) As a result of the aforesaid Risks and Hazards, I may suffer serious personal injury, bodily injury, even death, as well as property loss;
- (iii) Some of the Risks and Hazards are foreseeable, but some are not;
- (iv) I nevertheless freely and voluntarily assume all the Risks and Hazards and that accordingly My preparation for and participation in the Old Quarry Activities shall be entirely at My own risk and that I am personally responsible for My preparation prior to participating in the Old Quarry Activities. Such preparation includes, but is not limited to, My health and physical fitness, securement of adequate prerequisite knowledge of ocean/water, trail, sub-terrain and forest hazards and skills to meet the Old Quarry Activities requirements and the adequacy and condition of the equipment that I will use for the Old Quarry Activities as well as any other equipment that will be used in association with the Old Quarry Activities I will participate in;
- (v) While I recognize that the Releasees will make every reasonable effort to minimize exposure to known risks, that I have personal responsibility to learn and follow the safety rules, instructions and procedures established by the Releasees including, but not limited to, the Old Quarry employees and other third parties that may be leading your Old Quarry Activities and to make the Releasees aware at any point in which I question My knowledge of these procedures or My ability to participate in such Old Quarry Activities;
- (vi) I will refrain from the consumption of alcohol or mind altering drugs while participating in the Old Quarry Activities;
- (vii) I have carefully read this ASSUMPTION OF RISK AND INDEMNIFYING RELEASE AGREEMENT (the "Release"), that I fully understand same, and that I am freely and voluntarily executing same;
- (viii) I understand clearly by signing this Release, I will be forever prevented from suing or otherwise claiming against the Releasees from any loss or damage connection with any property loss, bodily injury, personal injury or death or any other losses or damages of any kind that I may sustain while participating in or preparing for the Old Quarry Activities;
- (ix) I understand and agree any legal proceedings I pursue must take place within the jurisdiction of Bangor, Maine;
- (x) I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Release;
- (xi) I understand clearly that the Releasees would not permit Me to participate in the Old Quarry Activities unless I sign this Release, that this Release applies to My participation in all Old Quarry Activities in the near or distant future and that this Release need not be brought to My attention each time I participate in the Old Quarry Activities in order to be effective;

(xii) I understand this Release is binding on Myself, My heirs, My executors, administrators, personal representative and assigns and all minors accompanying Me.

I further agree to indemnify and hold harmless the Releasees of and from any and all claims, demands, judgments, causes of action, and liabilities whatsoever of every name, theory and nature, known and unknown for bodily injury or death or other damage that I sustain or that I may cause any person to sustain from whatever cause during, arising out of, or as a result of My participation in the Old Quarry Activities or any activity related therewith provided hereunder to Me by the Releasees now or in the future.

I agree to fully reimburse Old Quarry for any equipment, items, buildings, or appurtenances thereof that belongs to OQOA that I have lost, has been stolen from me, or damaged in any way by me or others for the full replacement cost of the item or for the full cost of the repair or replacement of the building or appurtenances. I also agree to return all rental or other items in a reasonably clean condition and in the agreed upon rental period.

I agree that Old Quarry is not responsible for lost or stolen items owned by me or others for which I am signing.

The terms of and conditions this Release also serves as a release and an assumption of risks by My heirs, administrators, and executors, and by all members of My family and friends, including any minors accompanying Me.

**IN WITNESS WHEREOF**, I do hereby set My hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Every minor under the age of 18 must have this Release signed by a parent or guardian.

Name of Minor: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_