



NORTHSTAR ADVENTURES, LLC

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

1. WAIVER: In consideration of participation in _____
_____ [description of activity] (the "Activity"), I,
_____ for myself and my heirs, personal representatives or assigns, do hereby voluntarily release, waive and discharge **NorthStar Adventures, LLC** its employees, agents, heirs, servants and/or insurers (collectively referred to as the "Released Parties") from and for any and all claims of any kind, including but not limited to any claim for bodily injury, death and property damage, resulting from my participation in the Activity.

2. ASSUMPTION OF RISKS: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such risks. The specific risks include but are not limited to: minor bodily injury; major bodily injury; death; and, loss of or damage to property. I hereby acknowledge and agree that I understand and appreciate the risks inherent in the Activity, including but not limited to those set forth herein, and I hereby assert that my participation in the Activity is voluntary and that I knowingly and voluntarily accept, and assume responsibility all such risks and all other risks and dangers that could arise out of, or occurring during my participation in the Activity.

3. WAIVER AND RELEASE. In Addition to the other terms and conditions of this agreement, I hereby specifically WAIVE, RELEASE AND DISCHARGE any claims I may have against the Released Parties, and release the Released Parties of and from, all liability or loss, damage or expense, due to, arising out or from, resulting from, in connection with, related to, or as a consequence of my participate in the Activity, however caused, including those caused by willful misconduct, gross negligence or intentional torts, as applicable.

4. COVENANT NOT TO SUE: I, for myself and my heirs, personal representatives or assigns, COVENANT NOT TO SUE, pursue any claim, initiate any legal proceeding or authorize the commencement of any legal proceeding on my behalf against the Released Parties as a result of or in any way related to my participation in the Activity.

5. INDEMNIFICATION AND HOLD HARMLESS: I agree to INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, and liabilities, including but not limited to attorney fees, brought as a result of my participation in the Activity.

6. SEVERABILITY: I agree that this Agreement is intended to be as broad as permitted by the laws of the State of Maine and further, that if any provision, or portion, of this Agreement or its application to any circumstances, is held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provisions and this Agreement, or of the provisions as applied to any other circumstances, shall not be affected and shall remain in full force and effect as valid, binding and continuing



7. WAIVER OF TRIAL BY JURY. Any dispute, claim suit controversy, action or legal proceeding between the Released Parties and I (a "Dispute") shall be brought exclusively in the courts of the State of Maine sitting in Waldo County or the United States District Court for the District of Maine. I and the Released Parties hereby **WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE.** Disputes must be commenced in a court within one (1) year after the earlier of (i) the cause of action has accrued or (ii) the act, omission or event from which the Dispute arises has occurred, without judicial extension of time, or such Dispute is barred, time being of the essence.

8. ACKNOWLEDGEMENT OF UNDERSTANDING. I have read and fully understand this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and have had the opportunity to ask questions about the same. I hereby acknowledge that I am signing this Agreement freely and voluntarily.

Printed Name _____ Date of Birth _____

Full Address _____

Email _____

Signature _____ Date _____

Parent Signature if Under 18 _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Home Number: _____

Cellphone Number: _____

Relationship: _____

