

EXHIBIT "A"

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

READ BEFORE SIGNING

ALL EMPLOYEES/SUBCONTRACTORS/AGENT DO SO VOLUNTARILY

I, the undersigned, am an employee, subcontractor, or agent of _____ (the "Company"). In consideration of Great Lakes Hydro America, LLC (GLHA, LLC) allowing the Company and the Company's employees, subcontractors, agents, and customers to use the private lands, roads, parking areas, and boat launching facility owned by GLHA, LLC at and around the McKay Hydroelectric Station (collectively, the "GLHA Premises"), I hereby specifically release and forever discharge GLHA, LLC and its members, managers, officers, parent entities and trusts, subsidiaries, affiliates, agents, servants, and employees, and their respective successors and assigns, (collectively, the "GLHA Releasees") of and from all manners of actions, causes of action, suits, claims, and damages whatsoever which I, against any of the GLHA Releasees, ever had, now have or may have in the future with respect to (i) my use at anytime of the GLHA Premises for any purpose, and (ii) the release of water from the McKay Hydroelectric Station, and (iii) any activity by me on or about the Penobscot River excluding any damages resulting solely from the negligence or fault of GLHA, LLC.

I understand that outdoor recreation activities such as whitewater rafting involve substantial risks and dangers. I am aware of and hereby assume the risks and dangers inherent in those activities. I represent that I am in good health with no physical or mental defects that may pose a danger to my participation in the activities of the Company including any scheduled events. I agree and am aware that, as a condition of being allowed to participate in the activities of the Company involving or related to the GLHA Premises, I will not consume any alcoholic beverages or other substances including, but not limited to, any drugs or medications that would impair my senses before or while participating in any activities involving or related to the GLHA Premises.

This Assumption of Risk and Release of Liability (this "Release") also acts as a waiver of any protection that may be afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspects to exist at the time of executing a release of liability.

I further understand that, having read and understood this Release, by signing this Release I surrender valuable rights, and I agree not to sue any of the GLHA Releasees. I sign this Release freely and voluntarily. The foregoing release applies to any claims that may be made by my heirs, representatives, or assigns.

CAUTION!

This is a Release of Liability. Do not sign this Release if you do not understand or do not agree with its terms. Note: This form must be completed and on file with GLHA, LLC prior to entering into any recreational business activities on lands of GLHA, LLC.

Signature: _____ Date: _____

Please Print Name: _____

Distribution:

Original: GLHA, LLC

Copy: Outfitter

Copy: Employee