

**HAWKS NEST AND GLEN FERRIS PROJECTS
RECREATION FLOW ASSESSMENT STUDY PLAN
EXTENDED WHITEWATER FLOW EVALUATION**

ASSUMPTION OF RISK AND GENERAL RELEASE OF LIABILITY AGREEMENT

1. I recognize that the extended whitewater flow evaluation for the Hawks Nest and Glen Ferris Hydroelectric Projects in which I am about to participate is a rigorous and hazardous activity that may be physically and mentally stressful and may aggravate existing physical or mental conditions or cause new ones. I recognize that whitewater boating, and other on-water forms of recreation, can be dangerous and that the dangers may include damage to or destruction of personal property, serious physical injury or even death arising from a variety of hazards including, but not limited to and by way of example only, rocks, trees, powerful waves, waterfalls, hydraulics and various other man-made or natural hazards, and difficulty or improbability of rescue. I will have previously observed the river segment that is the subject of this study to determine for myself the nature and extent of the hazards that may exist. I understand that the river segment on which the recreation flow assessment is taking place may not be suitable for that activity. I acknowledge that, under these circumstances, the usual hazards associated with whitewater boating may be more unknown, uncertain, severe and dangerous. I also understand that during the course of the extended whitewater flow evaluation, due to unforeseen circumstances there may be significant variations in river flow that may alter the character of the river and the dangers and hazards of participating in this evaluation.
2. I recognize that I am participating in this extended whitewater flow evaluation:
 - (a) for my own personal recreational purpose and not at the request of Hawks Nest Hydro LLC (“Hawks Nest”);
 - (b) and I am not being compensated by Hawks Nest to engage in this activity;
 - (c) and that I am personally responsible for determining whether I have the skill and expertise to safely navigate any particular river segment;
 - (d) and that I am solely responsible for selecting equipment suitable for use during this evaluation;
 - (f) and that no other person or entity associated with this evaluation has any obligation to attempt to rescue me and that any attempted rescue may exacerbate my condition and cause injury or death.
3. **ON BEHALF OF MYSELF, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS, I UNDERSTAND AND EXPRESSLY ASSUME ALL THE RISKS AND DANGERS INCIDENT TO THE EXTENDED WHITEWATER FLOW EVALUATION AND HEREBY KNOWINGLY WAIVE AND RELEASE ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR DESTRUCTION, PERSONAL INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, WHICH I MAY EVER HAVE AGAINST (A) HAWKS NEST, ITS AFFILIATES, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYERS, AGENTS, ASSIGNS OR SUCCESSORS, (B) ANY SUPPLIER OF MATERIALS AND EQUIPMENT EMPLOYED IN CONNECTION WITH THE EXTENDED WHITEWATER FLOW EVALUATION; (C) ANY OTHER PERSON OR ENTITY THAT MAY BE**

INVOLVED IN FACILITATING ANY USE AND ENJOYMENT OF THE RIVER REACHES INVOLVED IN THIS EXTENDED WHITEWATER FLOW EVALUATION; AND (D) EACH AND EVERY OTHER PARTICIPANT IN THIS EXTENDED WHITEWATER FLOW EVALUATION STUDY.

4. I represent that:
- (a) I am 18 years of age or older;
 - (b) I am submitting this release and waiver voluntarily and of my own free will;
 - (c) I have no physical or emotional problems, nor any history thereof, which will impair my ability to participate in the activities of the proposed paddling feasibility study.
5. I recognize that neither Hawks Nest, nor its affiliates, representatives, officers, directors, employees, agents, successors or assigns are providing liability, health or other insurance in connection with this extended whitewater flow evaluation and I agree to assume all financial responsibility for any medical, rescue or other expenses that I may incur, and to defend, hold harmless and indemnify, Hawks Nest, its affiliates, officers, directors, employees, agents, successors and assigns for any loss or damage, including attorneys' fees, that they may suffer should I pursue an action or claim that is waived or barred by this release and waiver.
6. I assume full responsibility for and agree to defend, hold harmless and indemnify Hawks Nest and its affiliates, officers, directors, employees, agents, successors and assigns against claims, losses or judgments that may arise from any damage or harm that I may do or cause while participating in this extended whitewater flow evaluation.

This waiver shall be binding upon me, my heirs, executors, representatives and administrators.

(Print Name)

(Address and Telephone)

(Date)

(Signature)

OR

Check here to electronically sign this document