

MIRANT MID-ATLANTIC, LLC

WAIVER, RELEASE & INDEMNITY

I, _____, hereby state that I am over the age of twenty-one (21) years, and that I am a member in good standing of the Bethesda Center of Excellence. I hereby request that I be granted access to the grounds Of Mirant Mid-Atlantic, LLC (MIRMA) Dickerson Generating Station and that I be granted permission to use, train in and compete on the Whitewater Training Course constructed in said generating station's discharge canal. I further request that I be granted permission to participate in normal, ordinary, and regular maintenance of said course and surrounding area.

In making this request I fully understand and acknowledge that the activities referenced above and described more fully below are dangerous and involve the risk of serious injury, including the risk of permanent disability and the risk of death. I fully understand and acknowledge that such risks may arise not only from my actions, inactions, and negligence, but from the actions, inactions, and negligence of others, as well as from the conditions of the training course and equipment, known or unknown. I further understand and acknowledge that there may be other risks associated with my participation in the activities referenced above and described more fully below which are not known or are reasonably foreseeable at this time.

I further represent that I am experienced in class III whitewater canoeing and kayaking and that I have the requisite knowledge and expertise to participate in athletic training and competition at the whitewater course.

In consideration of MIRMA 's grant of such permission, I do hereby, for myself and my heirs, administrators, executors, legal representatives and assigns, forever release and discharge MIRMA, its employees, officers, directors, subsidiaries, affiliates, successors and assigns, from any and all rights, demands, claims for damages and causes of suit or action, known, or unknown, that I may have for any and all injuries, loss, cost or damage which may arise out of or result from my presence on MIRMA 's property and my voluntary use of MIRMA 's training facility, as referenced above and as more fully described below. In the event any such claim is made by me or on my behalf, I agree to indemnify MIRMA from any liability as a result thereof, including its cost of defense against such claims, and specifically including all court costs, expert witness fees, attorneys' fees or other litigation or claim procuring costs.

In further consideration of MIRMA 's grant of such permission, I agree to the following terms and conditions:

1. I agree, for myself, my heirs, administrators, executors, legal representatives and assigns, to assume all of the foregoing risks, and to accept personal responsibility for any injury, loss, cost, or damage, including permanent disability or death, which may result.

2. I agree that, prior to participation in training activities, I will inspect the facilities and equipment to be used. If I believe anything is unsafe, I will immediately advise my coach or supervisor of such condition and I will refuse to participate until such unsafe condition is rectified.

3. I agree to take all proper precautions necessary to participate in such athletic training and competition, including, but not limited to, wearing personal flotation devices (i.e., lifejackets) and helmets which meet national and international competition standards.

4. I agree to obey any and all directions of MIRMA security personnel and management while on MIRMA property, and agree to obey all MIRMA rules and regulations while on MIRMA property. I agree to not undress in public.

5. I agree to perform routine maintenance tasks on and adjoining the training course, including, but not limited to, grass and brush cutting, maintenance of wooden platforms and ladders that provide access to the course, maintenance of fences and other adjoining support equipment, and movement and placement of rocks or other objects movable by hand which serve to close spaces between obstacles.

6. I fully understand and acknowledge that the routine maintenance tasks are inherently dangerous, and that I will be exposed to power tools and other equipment such as lawn mowers. I agree that I will not use any such power tools or lawn mowers until I have received instruction in their proper and safe use from a trained individual.

I HAVE READ THIS WAIVER, RELEASE AND INDEMNITY, UNDERSTAND THE TERMS USED IN IT AND THEIR LEGAL SIGNIFICANCE, AND UNDERSTAND THAT, BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS. BY SIGNING BELOW I CERTIFY THAT I AM SIGNING THIS WAIVER, RELEASE AND INDEMNITY VOLUNTARILY.

NAME

SIGNATURE

DATE