

**MIRANT MID-ATLANTIC, LLC**

**WAIVER, RELEASE & INDEMNITY**

I, \_\_\_\_\_, hereby state that I am the parent or legal guardian of \_\_\_\_\_, a minor child under the age of twenty-one (21) years, and that said child is a member in good standing of the Bethesda Center of Excellence. I hereby request that said child be granted access to the grounds of Mirant Mid-Atlantic, LLC (MIRMA) Dickerson Generating Station and that said child 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 said child 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 child's 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 child's 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 my child is experienced in class III whitewater canoeing and kayaking and that said child has 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, my child, and for said child's 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 or my child may have for any and all injuries, loss, cost or damage which may arise out of or result from my child's presence on MIRMA's property and my child's 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, on behalf of my child, agree to the following terms and conditions:

1. I agree, for myself, my child, and my child's 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, on behalf of my child, that, prior to participation in training activities, my child will inspect the facilities and equipment to be used. If my child believes anything is unsafe, my child will immediately advise his/her coach or supervisor of such condition and will refuse to participate until such unsafe condition is rectified.

3. I agree that my child will 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 that my child will 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. My child will not undress in public.

5. I agree and understand that, as a member of Bethesda Center of Excellence, my child may be asked 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 on behalf of my child that the routine maintenance tasks are inherently dangerous, and that my child will be exposed to power tools and other equipment such as lawn mowers. I agree that my child will not use any such power tools or lawn mowers until my child has received instruction in their proper and safe use from a trained individual.

**I HAVE READ THIS WAIVER AND RELEASE, UNDERSTAND THE TERMS USED IN IT AND 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 AND RELEASE VOLUNTARILY, ON BEHALF OF MY MINOR CHILD. I FURTHER CERTIFY THAT I HAVE DISCUSSED ALL OF THE ABOVE WITH MY MINOR CHILD AND THAT HE/SHE FULLY UNDERSTANDS HIS/HER RESPONSIBILTIES AND OBLIGATIONS AS OUTLINED ABOVE, AND AGREES TO EACH OF THE TERMS.**

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**NAME OF MINOR CHILD**

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**NAME OF PARENT OR LEGAL GUARDIAN**

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**SIGNATURE OF PARENT OR LEGAL GUARDIAN**

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**DATE**