

Date Trip Starts _____
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY
and
RELEASE OF LIABILITY

in consideration for services provided by Snake River Outfitters MN, LLC ("Outfitter"),
 2900 Chicago Ave. S., Minneapolis, MN 55407

- **WARNING:** There are significant elements of risk in any adventure sport or activity associated with the outdoors and wilderness. Such activities include but are not limited to camping, fishing, climbing, and the use or presence of watercraft (referred to herein as "activity") and the use of any related equipment.
- **ACKNOWLEDGEMENT:** I acknowledge that there are inherent risks in this type of activity, including but not limited to the following: 1) Risks typically associated with watercraft including change in water flow or current, submerged, semi submerged and overhanging objects, capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, and/or drowning; 2) Cold weather or heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, heat stroke, and dehydration; 3) An "act of nature" which may include without limitation rock fall, inclement weather, thunder and lightning, severe and/or varied temperature, weather conditions, and winds including tornados; 4) Discharge of weapons; 5) Equipment failure or operator error; 6) Attack and/or bite by animals; 7) Accidents of illnesses occurring in remote places where there are no available medical facilities.
- **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity in which I and any minor children for whom I am responsible will engage, I confirm that I am physically and mentally capable of participating in the activity and/or use of equipment. I participate willingly and voluntarily. **I am aware of the risks inherent in this activity and assume full responsibility for personal injury, accidents, illnesses, or death that may result from my, or the minor(s) for whom I am responsible, participation in the activity and any resulting expenses.** I accept that wearing an approved personal flotation device for waterborne activities is a basic and necessary safety precaution. I also assume responsibility for damage to or loss of my/our personal property as a result of any accident that may occur. I also agree to be held accountable and pay for all damages (apart from normal wear and tear) to the watercraft and related equipment that I rent. Outfitter will determine such damage and cost.
- **COVENANT OF GOOD FAITH:** I recognize that Outfitter, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that Outfitter may find it necessary to terminate an activity or to refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.
- **AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I release and agree to hold Outfitter harmless for any attempt made to provide medical treatment to me or any children for whom I am responsible.
- **RELEASE AND INDEMNIFICATION:** In consideration of services or property provided, I, for myself and any minor children of whom I am parent, legal guardian or am otherwise responsible, any heirs, personal representatives or assignees, do hereby agree to release and indemnify: Outfitter, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability, and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence). I agree that the courts of Hennepin County, Minnesota, shall have personal and subject matter jurisdiction over all disputes between me and Outfitter and that Minnesota law shall apply. If I or the minor children for whom I am responsible do not prevail, I will pay Outfitter's reasonable costs and disbursements, including attorney fees. **I AM 18 YEARS OLD OR OLDER AND HAVE READ, UNDERSTOOD AND ACCEPT THE FOREGOING TERMS AND CONDITIONS STATED HEREIN. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MYSELF, MY HEIRS, ASSIGNED PERSONAL REPRESENTATIVE, AND ESTATE, AND FOR ALL MEMBERS OF MY FAMILY INCLUDING ANY MINORS.**

ADULT PARTICIPANTS

NAME: _____	SIGNATURE: _____	DATE: _____
NAME: _____	SIGNATURE: _____	DATE: _____
NAME: _____	SIGNATURE: _____	DATE: _____
NAME: _____	SIGNATURE: _____	DATE: _____

CHILD PARTICIPANTS

FOR THE FOLLOWING MINORS, I agree to release, defend, and indemnify Outfitter as stated above:

1. PRINT MINOR'S NAME: _____	AGE _____
2. PRINT MINOR'S NAME: _____	AGE _____
3. PRINT MINOR'S NAME: _____	AGE _____
4. PRINT MINOR'S NAME: _____	AGE _____
INDEMNIFIER'S NAME: _____ SIGNATURE: _____	
DATE: _____	PHONE NUMBER: _____ RELATIONSHIP TO MINOR(S): _____