Packsack Canoe Trips & Log Cabins

Packsack Canoe Trips & Log Cabins Office & Information: 218-365-3788 P.O Box 780 Reservations: 218-365-3788 Ely, MN 55731 email: nick-danielle@packsackcanoetrips.com

**IMPORTANT: READ CAREFULLY**

**ACKNOWLEDGMENT OF RISKS, ACCEPTANCE OF RESPONSIBILITY, AND RELEASE OF LIABILITY VOLUNTARY PARTICIPATION:** I understand that I am about to voluntarily engage in the activities of wilderness canoeing, camping, motor boating, and/or other activity utilizing the equipment and/or services of Packsack Canoe Trips & Log Cabins, Inc., its officers, partners, agents, and employees, hereafter jointly referred to as Packsack.

ACKNOWLEDGEMENT OF RISKS: I fully understand and acknowledge that outdoor recreational activities have inherent known and unknown risks, dangers and hazards which could result in damage to property, injury or death to myself or others in my group.

* Packsack has specifically explained to me the danger and potential danger of the following **specific risks:**
* \* Drowning \* Lightning (on land or water) \* Wind (on land or water) \* Domestic fire (stoves, campfires) \* Wildfire (forest fire) \* Falling objects (trees, branches, rocks) \* Wildlife and plants (scratching or biting animals, poisonous plants) \* Moving water (any and all rapids, waterfalls, river currents) \* Trip hazards (in camp, on portages, hiking) \* Absence of medical assistance (lack of quick medical response and/or difficulty with evacuation)

• I understand that there are unknown risks, which cannot be anticipated, and that I cannot be informed about all of the potential risks and dangers inherent to wilderness recreation activity. I understand that the wilderness area I am about to enter is a constantly changing environment.

• Packsack has adequately warned me of the risks to which I and my group will be exposed. I accept these risks as part of this activity. I have advised the members of my group of each of the known and projected risks, and acknowledge that each member does recognize the risks of property damage, personal injury or death while participating in the wilderness recreation activity.

• I specifically acknowledge that I have been warned by Packsack to: \* Wear personal flotation devices at all times while on or in the water. \* To avoid traversing (shooting) all rapids, waterfalls, fast moving water situations.

**NEGLIGENCE:** I understand that property damage, personal injury or death may result from risks inherent to my wilderness recreation activity. • It is Packsack’s intent to be released from its acts of ordinary negligence, as well as those by me or other members of my group. • It is my intent to release Packsack, in advance, from its acts of ordinary negligence as well as those by me or other members of my group.

**RELEASE FROM NEGLIGENCE:** In consideration of Packsack’s providing me with the equipment and/or other requested services from me and members of my group, I release Nicholas A Ott, Danielle E Ott, Packsack Canoe Trips & Log Cabins, Inc. and its owners, agents, officers and employees from any and all liability, claims, actions, or rights of actions for bodily injury, property damage, wrongful death, loss of services and otherwise which may arise out of my use of Packsack’s, Inc. equipment and/or facilities or my participation in Packsack’s, Inc. activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Packsack, Inc.

**TRIP PREPARATION:** I understand that Packsack is not able to make any judgement on my ability to participate in a wilderness recreation. I, along with other members of my group, represent that we have evaluated our own skill levels and we each believe that we are adequately prepared and skilled for this wilderness recreation activity.

**USE OF EQUIPMENT:** I understand that I am to use the equipment that I furnish or that is supplied to me or purchased from Packsack only for the manufacturer’s intended purpose and no other use. I accept all responsibility and full liability for personal injury or death to myself or others, arising from the misuse or non-conforming use of all such equipment. I accept all responsibility of replacing any lost, damaged, or destroyed equipment, arising from the misuse or non-conforming use of all such equipment.

**APPLICABLE LAW:** This contract is intended to be construed under the law of the State of Minnesota. If any portion of this contract is later found to be invalid or unenforceable, then the balance of this contract shall, notwithstanding, continue in full effect.

I HAVE READ THE ABOVE AND UNDERSTAND THAT BY SIGNING IT THAT I WILL HAVE NO RIGHT TO MAKE A CLAIM OR TO FILE A LAWSUIT FOR INJURY OR DEATH AGAINST NICHOLAS A OTT, DANIELLE E OTT, PACKSACK CANOE TRIPS & LOG CABINS, INC., ITS OFFICERS, PARTNERS, AGENTS, AND EMPLOYEES, REGARDLESS OF ANY DETERMINATION OF FAULT. THIS CONTRACT IS EFFECTIVE THE DATE WHEN SIGNED AND CONTINUES FOR THE DURATION OF THE TRIP UNTIL I DEPART PACKSACK’S PROPERTY TO COMMENCE MY JOURNEY TO RETURN HOME.

Signed this\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. **X(signature)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(printed name**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of parent or guardian)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PACKSACK REPRESENTATIVE ------------------------------------------------------**