



Backpack The Trails LLC

Waiver of Liability, Assumption of Risk and Indemnity Agreement Please Read Carefully – This Affects Your Legal Rights

WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED.

In exchange for participation in the activity of guided or instructional backpacking trips organized or guided by Backpack The Trails LLC of 4149 44th Avenue South, Minneapolis, MN 55406 (hereinafter referred to as “The Guide”) and/or use of the equipment or services of The Guide, The Guide’s employees, representative, officers and agents (hereinafter referred to as “The Guide’s Employees”), I hereby sign this Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereinafter referred to as “This Agreement”) on behalf of myself, my personal representatives, heirs and assigns;

I agree as a precondition to my participation in a backpacking activity organized by The Guide or conducted by The Guide and/or The Guide’s Employees, and in further consideration of “The Guide” allowing me to do so, to be strictly bound by the terms of This Agreement;

1. Assumption of the Risk: I acknowledge that backpacking activities involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLE DEATH TO PARTICIPANTS. I further recognize that backpacking activities involve ADDITIONAL RISKS AND DANGERS. I fully understand the risk and dangers associated with my participation in this backpacking activity and ACCEPT SAME ENTIRELY AT MY OWN RISK;

2. Release and Waiver of Liability: I hereby WAIVE ANY AND ALL CLAIMS which I may have against The Guide and The Guide’s Employees and RELEASE The Guide AND EMPLOYEES from ALL LIABILITY for injury, death, property damage or any other loss sustained to me as a result of my participation in this backpacking activity, DUE TO ANY CAUSE WHATSOEVER, including, without limitation, negligence on the part of The Guide or The Guide’s Employees. I further AGREE TO INDEMNIFY The Guide and The Guide’s Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I bring against them;

3. Indemnification, Hold Harmless, and Defense: I agree to indemnify, defend, and hold The Guide and The Guide’s Employees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my participation in a backpacking activity

organized by The Guide or conducted by The Guide and/or The Guide's Employees and to reimburse them for any such expenses incurred.

4. First Aid and Medical Assistance: I further agree that, in the event that The Guide or The Guide's Employees deem it necessary to administer emergency first aid or CPR or to remove me or my family, including minor children, from the backpacking activities or to extricate me or my family, including minor children, from the field or from the remote venue in which these services are received for ANY type of health-related reason that, by signing this document, I am giving The Guide and The Guide's Employees permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any healthcare provider which may become involved in my care, treatment or removal from the field. By signing this document, I am waiving any right to object to or bring any type of action or claim against The Guide or The Guide's Employees for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from The Guides' activities or the field.

5. Fitness and Insurance: I certify that I and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by The Guide or The Guide's Employees. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, and agree to bear the costs of such injury, damage or emergency transportation costs to myself. I understand that The Guide or The Guide's Employees reserve the right to deny me or any other person participation before or during an activity if The Guide or The Guide's Employees find me or my family, including minor children, to be mentally or physically impaired or unprepared.

5. Damage to Facilities or Gear: I agree to pay for all damages to the facilities or gear of The Guide or The Guide's Employees caused by any negligent, reckless, or willful actions by me or my family.

6. Use of My Likeness: I understand that The Guide or The Guide's Employees reserve the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted on its trips and I hereby agree that The Guide or The Guide's Employees may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by The Guide or The Guide's Employees.

7. Severability: I agree that the purpose of This Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "The Guide" OR "The Guide's Employees" AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Participant Name (print): _____

Parent or Guardian (if Participant is under 18): _____

Signature: _____ Date: _____