

**BOUNDARY WATERS ADVISORY COMMITTEE:  
ACTIVITY PARTICIPANT AGREEMENT**

(This document affects your legal rights. Read the entire document carefully before signing)

“I [Please Print Your Full Name] \_\_\_\_\_ desire to participate in the following activity \_\_\_\_\_, (hereinafter “the Activity”), organized by the Boundary Waters Advisory Committee (hereinafter “BWAC”) to take place on the following dates: \_\_\_\_\_. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.”

**1. ACTIVITY AND ASSOCIATED RISKS:** I understand that the Activity is potentially hazardous, and I may be exposed to risks, which include, but are not limited to: exposure to infectious disease, tripping, falling, falling rocks or trees, dangerous weather, lightning, dangerous or aggressive wildlife, equipment failures, and negligence of others. As a consequence of any and all risks, including my lack of fitness or conditioning, I understand that I may suffer injuries, be disabled or die from resulting injuries. I understand that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and BWAC assumes no responsibility for providing medical care during the Activity, and that I will have to pay for any medical care and/or evacuation expenses that I incur. As a consequence of any and all risks, I understand that my personal property may also be damaged.

**2. ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this Activity, and any harm, injury or loss that may occur to me or my personal property as a result of my participation in the Activity or during any transportation to or from the Activity, including any injury or loss caused by the negligence of BWAC, its agents and officers, and other Activity participants. I also understand that any equipment that I provide or may borrow from BWAC or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

**3. RELEASE OF LIABILITY:** I hereby RELEASE BWAC, its employees, agents, and officers, FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the BWCAW and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Minnesota law does not permit to be excluded by agreement.

**4. INDEMNIFICATION:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the BWAC against any and all claims to which Section 3 of this agreement applies, including claims for its own negligence. I further promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the BWAC against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the BWAC for any damages, reasonable settlements and defense costs, including attorney’s fees that BWAC may incur because of any such claims made against it. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding upon my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

**6. USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to BWAC permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**7. SEVERABILITY:** I agree that the purpose of this agreement it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Minnesota 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 also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**8. APPLICABLE LAW, FORUM & ATTORNEY’S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Minnesota, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the Fourth Judicial District, Hennepin County District Court, State of Minnesota, and I agree to the jurisdiction and venue of this court for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney’s fees and costs of the parties seeking to uphold the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Participant Signature: \_\_\_\_\_ . Date: \_\_\_\_\_ .  
Name Printed: \_\_\_\_\_ . Date of birth: \_\_\_\_\_ .

(If the Activity participant is a minor, a signature of a parent or responsible adult is required below)

As the PARENT OR RESPONSIBLE ADULT for the MINOR CHILD ACTIVITY PARTICIPANT and in consideration of the minor child being permitted to participate in the Activity, I hereby accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I further agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the BWAC from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the BWAC. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Minnesota law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_ .  
Name Printed: \_\_\_\_\_ .  
(Relationship): \_\_\_\_\_ . Date: \_\_\_\_\_ .