

Swiftwater Adventures

Release of Liability and Assumption of Risk Agreement

This is a release. Read it carefully before signing. This release essentially states that I am participating in an adventure trip via hiking, skiing, snowshoeing, or paddling in a wilderness/outdoor environment—not a controlled amusement park ride or an environmentally controlled setting. As a result there are coherent risks in these activities I know that I may die, get hurt, or damage my personal property. If any of these occur, I understand that I cannot make a claim, sue, or expect North Woods Eco-ventures LLC, DBA Swiftwater Adventures (known as ‘Swiftwater Adventures’), its owners, officers, guides, employees, associates, or the State of Minnesota to be legally responsible or pay for any damages.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this adventure trip with Swiftwater Adventures LLC. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that a wilderness adventure trip, whether on a raft, kayak, or canoe, or on skis or snowshoes is an outdoor adventure activity in a wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. Also I understand that, in the case of whitewater paddling, class I-III rapids can be difficult and dangerous levels of whitewater and recognize that the risks associated with running whitewater rapids are greatly increased.

I acknowledge and willingly assume all risks and hazards involved with whitewater rafting, canoeing, and kayaking, including lessons, as well as hiking, cross-country skiing, and snowshoeing. This acknowledgement is from the trip check in until the conclusion of the trip, including but not limited to: (1) loss of control of raft, canoe or kayak, falls in, out, or about the raft, canoe, or kayak, collision with other participants, equipment, other rafts, rocks, trees, and any portion of the interior of the raft, canoe, or kayak, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) submersion in water, drowning; (4) encounters with animals, wildlife and insects; (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at staged break area or elsewhere; (6) assistance in lifting and/or carrying any paddling, skiing, or hiking equipment; (7) falling or collisions while hiking, snowshoeing, or skiing and injuries sustained from fall or impact with objects (8)rescue-related injuries; and (9) unavailability of immediate and appropriate medical attention in case of injury.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

Release: In consideration for Swiftwater Adventures allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless Swiftwater Adventures and for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this rafting activity. I also expressly agree to release and discharge Swiftwater Adventures from any act of omission of negligence in rendering or failing to render any type of rescue or medical services. **In signing this document, I fully recognize and understand that if I (or any minor of whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against Swiftwater Adventures, even if they negligently or by some other act of omission cause the injury or damage.**

I further agree, to hold harmless, defend, and indemnify, Swiftwater Adventures from all defense costs, including attorney’s fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course or my participation in this activity.

I further acknowledge that I, or the minor I am signing for, am in good health, I understand that physical exertion may be required, and I, or the minor I am signing for, have no known physical disabilities or health problems that will present any risk to my participation on/in the trip. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participating and bring such to the attention of the trip leader immediately. I permit the use of any photos or video of me, or the minor I am signing for, taken during the day’s activities for publicity, advertising, or other commercial purpose.

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this adventure trip, and I sign this release on their behalf and on the behalf of the minor’s parents and/or legal guardians. In addition, I give permission to treat said minor in cause of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of Swiftwater Adventures. Personal medical insurance is strongly advised for all participants. Swiftwater Adventures has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of participant, or other participants, for the activities. Client, and the parent or guardian of a minor participant, accepts full responsibility for determining participant’s medical, physical or other qualifications or suitability for participating in any adventure trip activities.

Swiftwater Adventures reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and the instructions of Swiftwater Adventures. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Swiftwater Adventures or its agents is a party shall be either in St. Louis or Carlton County Court or Minnesota State Supreme Court.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Please Print Name: _____
Signature: _____ Date: _____

PARENTS OF GUARDIAN’S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)
In consideration of _____ (print minor’s name) (“Minor”) being permitted by SA to participate in its activities, I further agree to indemnify and hold harmless SA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____ Print Name: _____
Date: _____