

BACKCOUNTRY GUIDE COMPANY

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

(MINNESOTA + CANADA)

READ CAREFULLY BEFORE SIGNING.

THIS AGREEMENT INCLUDES A **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND A COVENANT NOT TO SUE.**

BY SIGNING, YOU MAY BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING A LAWSUIT.

1) Parties

This Release of Liability, Assumption of Risk, Indemnification, and Hold Harmless Agreement (“**Agreement**”) is entered into by and between:

Participant (You):

Full Legal Name: _____

Date of Birth (MM/DD/YYYY): ____ / ____ / ____

Address: _____

Phone: _____ Email: _____

AND

Backcountry Guide Company (the “Company”):

Legal Name (exact entity): _____

DBA (if any): _____

Address: _____

Phone: _____ Email: _____

Together, the Participant and the Company may be referred to as the “**Parties.**”

2) Activities Covered

This Agreement applies to **any and all** Company-related activities, services, trips, rentals, instruction, guiding, transportation, and events, whether occurring in the **United States (including Minnesota) or Canada**, including but not limited to:

- Backcountry guiding, wilderness travel, expeditions, day trips, multi-day trips
- Hiking, snowshoeing, skiing, snowboarding, fat biking, mountain biking
- Snowmobiling / snowmachine use, ATV/UTV, off-road travel
- Water crossings, boating/canoeing/kayaking where applicable
- Use of ropes or safety systems where applicable
- Navigation in remote terrain, night travel, winter travel
- Use of Company equipment or third-party equipment arranged by the Company
- Any training, briefings, loading/unloading, staging, shuttles, lodging coordination, or related services

All of the above are the “**Activities.**”

Participant Initials: _____

3) Definitions

“**Released Parties**” means the Company and its owners, officers, directors, managers, members, employees, guides, instructors, contractors, volunteers, agents, affiliates, partners, sponsors, landowners/land managers (public or private), equipment suppliers, vehicle owners/operators used for the Activities, and their respective heirs, successors, and assigns.

“**Claims**” means any and all claims or causes of action of any kind, whether known or unknown, suspected or unsuspected, including for personal injury, death, property damage, economic loss, emotional distress, or other loss, arising from or relating in any way to the Activities.

4) Inherent Risks (Examples)

Participant understands that the Activities are **inherently hazardous** and involve real risks that cannot be eliminated without changing the nature of the Activities.

Risks may include, without limitation:

- Severe weather, lightning, extreme cold/heat, wind, whiteouts, changing snow conditions
- Avalanches, falling ice/rocks/trees, unstable terrain, cliffs, crevasses, thin ice, water hazards
- Collisions, rollovers, mechanical failure, loss of control, operator error, trail hazards, buried objects
- Drowning, hypothermia, frostbite, dehydration, altitude effects, exhaustion
- Encounters with wildlife, insects, and animals
- Remote locations, delayed rescue/medical care, limited communications, evacuation challenges
- Participant overexertion, pre-existing medical issues, allergic reactions
- Actions or negligence of other participants or third parties
- Use or failure of safety gear or equipment, including rented or personally owned equipment
- Transportation risks, including vehicle accidents during shuttles or travel to/from staging areas
- Communicable illness exposure (including respiratory viruses), where people gather or share equipment

Participant Initials: _____

5) Assumption of Risk

Participant knowingly and voluntarily **assumes all risks**, known and unknown, foreseeable and unforeseeable, associated with the Activities, including risks arising from:

- natural conditions,
- Participant's own actions or omissions, and
- the actions or omissions of others,

EXCEPT that Participant does **not** assume risks to the extent caused by conduct that applicable law does not permit to be released (see Section 7).

Participant Initials: _____

6) Release of Liability (Waiver)

To the fullest extent permitted by applicable law, Participant hereby **releases, waives, and discharges** the Released Parties from any and all Claims arising out of or relating to the Activities, **INCLUDING CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.**

This release includes (without limitation) Claims for:

- bodily injury,
- illness,
- death,
- property damage or loss,
- economic losses,
- rescue/evacuation costs (see Section 10),
arising from or related to the Activities.

Participant Initials: _____

7) Important Limitations (What this Agreement does NOT cover)

Nothing in this Agreement is intended to release, waive, or limit liability for:

- **conduct greater than ordinary negligence** where such a waiver is prohibited (including, as applicable, gross negligence, reckless conduct, willful/wanton conduct), or
- **intentional misconduct**, or
- any other rights that cannot be waived under applicable law.

Participant Initials: _____

8) Covenant Not to Sue

Participant agrees **not to sue** or bring any legal action against any Released Party for any Claim released under this Agreement. If Participant violates this promise, Participant agrees to be responsible for the Released Party's costs and expenses (including reasonable attorneys' fees) to the extent permitted by law.

Participant Initials: _____

9) Indemnification / Hold Harmless

To the fullest extent permitted by applicable law, Participant agrees to **indemnify, defend, and hold harmless** the Released Parties from and against any Claims, demands, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

1. Participant's own acts or omissions during or related to the Activities;
2. Participant's breach of this Agreement or failure to follow rules/instructions;
3. Participant's violation of any law or regulation; and/or
4. Claims brought by third parties arising from Participant's conduct.

For clarity: this indemnity is intended to apply **to the extent caused by Participant's acts/omissions and breaches**, and is not intended to require indemnification where prohibited by applicable law or contrary to public policy.

Participant Initials: _____

10) Emergency Medical Care, Rescue, and Evacuation

Participant authorizes the Company and/or emergency personnel to obtain or provide emergency medical care as deemed necessary.

Participant understands:

- The Activities may occur far from hospitals or timely emergency response.
- Evacuation/rescue may be difficult, delayed, weather-limited, or unavailable.
- Participant may be financially responsible for **medical, rescue, evacuation, or transport** costs unless otherwise required by law or covered by insurance.

Participant represents they have (or have been advised to obtain) appropriate medical and travel insurance for the Activities, especially for remote and cross-border travel.

Participant Initials: _____

11) Participant Responsibilities and Rules

Participant agrees to:

- Provide truthful information about experience, skills, and medical conditions relevant to safe participation.
- Follow all safety instructions and rules, including equipment use requirements (helmets, avalanche gear, etc.).
- Refrain from participating under the influence of alcohol, cannabis, or impairing drugs.
- Inspect rented/borrowed equipment before use and immediately report defects.
- Act responsibly to protect other participants, guides, and the environment.

Participant understands the Company may remove a Participant from an Activity for safety or rule violations, with or without refund (refund policy handled separately).

Participant Initials: _____

12) Equipment Use and Property Damage

Participant accepts that equipment use can be dangerous and agrees:

- to use equipment only as instructed,
- not to modify or misuse equipment,
- to return equipment in the condition received (ordinary wear and tear excepted),
- and to be responsible for loss/damage caused by Participant's misuse, negligence, or violation of instructions, to the extent permitted by law and any separate rental agreement.

Participant Initials: _____

13) Photo / Video / Media Release

Participant grants the Company permission to use photographs, video, or audio recordings of Participant taken during Activities for lawful business purposes (marketing, training, documentation), without compensation.

If Participant does not consent, initial here: _____ (opt-out)
(Company should honor opt-outs operationally.)

14) Personal Property

Participant is responsible for safeguarding personal property. The Company is not responsible for loss, theft, or damage to personal property, to the fullest extent permitted by law.

15) Choice of Law and Venue (Minnesota + Canada)

Because the Company operates in multiple jurisdictions, the governing law depends on where the Activity occurs:

- **If the Activity occurs in Minnesota (USA):** This Agreement is governed by the laws of the State of Minnesota, and any permitted legal action must be brought in a state or federal court located in Minnesota, unless a different venue is required by law.
- **If the Activity occurs in Canada:** This Agreement is governed by the laws of the **province/territory where the Activity occurs**, and any permitted legal action must be brought in the courts of that province/territory, unless a different venue is required by law.

Participant Initials: _____

16) Severability and Reformation

If any portion of this Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid portion shall be modified to the minimum extent necessary to be enforceable, consistent with applicable law.

17) Entire Agreement; No Reliance

This Agreement contains the entire understanding of the Parties regarding release of liability and assumption of risk for the Activities and supersedes prior discussions or representations on that subject.

Participant acknowledges they are not relying on any oral statements that conflict with this Agreement.

18) Interpretation; Language; Opportunity to Review

Participant acknowledges:

- they have had sufficient time to read and understand this Agreement,
- they understand it is a legally binding contract,
- they understand they may ask questions before signing, and
- they sign it voluntarily.

Participant confirms they can read and understand English: **Yes** ☐ **No** ☐

If “No,” Participant should request a translated version and/or interpreter before signing.

SIGNATURES

Participant Signature: _____ **Date:** _____

Printed Name: _____

Emergency Contact Name: _____ **Phone:** _____

Relationship: _____

MINOR PARTICIPANT ADDENDUM (If Participant is under 18)

Minor's Name: _____ **DOB:** ____ / ____ / ____

I am the parent/legal guardian of the Minor named above. I acknowledge the Minor's participation involves inherent risks and I consent to the Minor's participation in the Activities.

To the fullest extent permitted by applicable law, I:

1. agree to the **Assumption of Risk** sections on behalf of myself and (where legally permitted) the Minor;
2. release the Released Parties from Claims that **I personally** may have arising from the Minor's participation; and
3. agree to **indemnify and hold harmless** the Released Parties for Claims arising from my own acts/omissions, my breach of this Agreement, or other matters as set out above, to the fullest extent permitted by law.

IMPORTANT: Laws regarding minors and liability waivers vary by jurisdiction and may limit enforceability against a minor's claims.

Parent/Guardian Signature: _____ **Date:** _____

Printed Name: _____

Relationship to Minor: _____

Phone: _____ Email: _____