



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

MINNESOTA + CANADA • VALLY PRO ELECTRONIC ACCEPTANCE VERSION

READ CAREFULLY BEFORE ACCEPTING

This Agreement includes a release of liability, assumption of risk, indemnification, a covenant not to sue, and other legally binding terms. By clicking “I Accept,” you may be giving up certain legal rights, including the right to bring a lawsuit.

Electronic acceptance. The participant information collected through the Vally Pro reservation/checkout process, including identifying and contact information, is incorporated into this Agreement. No handwritten blanks, initials, or signature lines are required. Clicking “I Accept” constitutes Participant’s electronic signature and agreement to all terms below to the fullest extent permitted by law.

1. PARTIES

This Release of Liability, Assumption of Risk, Indemnification, and Hold Harmless Agreement (“Agreement”) is entered into between the individual identified in the Vally Pro reservation/checkout record (“Participant” or “You”) and Backcountry Guide Company (the “Company”). Together, Participant and 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, and multi-day trips.
- Hiking, snowshoeing, skiing, snowboarding, fat biking, and mountain biking.
- Snowmobiling / snowmachine use, ATV/UTV, and off-road travel.
- Water crossings and boating/canoeing/kayaking where applicable.
- Use of ropes or safety systems where applicable.
- Navigation in remote terrain, night travel, and 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.”

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, and changing snow conditions.
- Avalanches, falling ice/rocks/trees, unstable terrain, cliffs, crevasses, thin ice, and water hazards.
- Collisions, rollovers, mechanical failure, loss of control, operator error, trail hazards, and buried objects.
- Drowning, hypothermia, frostbite, dehydration, altitude effects, and exhaustion.
- Encounters with wildlife, insects, and animals.
- Remote locations, delayed rescue/medical care, limited communications, and evacuation challenges.
- Participant overexertion, pre-existing medical issues, and 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.

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).

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, and rescue/evacuation costs (see Section 10) arising from or related to the Activities.

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), intentional misconduct, or any other rights that cannot be waived under applicable law.

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.

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:

- Participant’s own acts or omissions during or related to the Activities.
- Participant’s breach of this Agreement or failure to follow rules/instructions.
- Participant’s violation of any law or regulation.
- 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.

10. EMERGENCY MEDICAL CARE, RESCUE & EVACUATION

Participant authorizes the Company and/or emergency personnel to obtain or provide emergency medical care as deemed necessary. Participant understands that the Activities may occur far from hospitals or timely emergency response; evacuation/rescue may be difficult, delayed, weather-limited, or unavailable; and Participant may be financially responsible for medical, rescue, evacuation, or transport costs unless otherwise required by law or covered by insurance.

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

11. PARTICIPANT RESPONSIBILITIES & 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 such as helmets, avalanche gear, and other required safety equipment.
- 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 is handled separately.

12. EQUIPMENT USE & PROPERTY DAMAGE

Participant accepts that equipment use can be dangerous and agrees to use equipment only as instructed, not modify or misuse equipment, return equipment in the condition received (ordinary wear and tear excepted), and 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.

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, including marketing, training, and documentation, without compensation.

Media opt-out: If Participant does not consent to this media release, Participant must notify the Company before or at check-in. The Company will honor documented 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 & 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.

16. SEVERABILITY & 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

By accepting this Agreement, Participant acknowledges that they have had sufficient time to read and understand it, understand that it is a legally binding contract, understand that they may ask questions before accepting, and accept it voluntarily.

By clicking "I Accept," Participant confirms that they can read and understand English. If Participant cannot read and understand English, Participant should not accept this Agreement until requesting a translated version and/or interpreter from the Company.

MINOR PARTICIPANT ADDENDUM

If a Participant is under 18, the parent/legal guardian completing the applicable Vally Pro acceptance acknowledges the Minor's participation involves inherent risks and consents to the Minor's participation in the Activities.

To the fullest extent permitted by applicable law, the parent/legal guardian: (1) agrees to the Assumption of Risk sections on behalf of themselves and, where legally permitted, the Minor; (2) releases the Released Parties from Claims the parent/legal guardian personally may have arising from the Minor's participation; and (3) agrees to indemnify and hold harmless the Released Parties for Claims arising from the parent/legal guardian's own acts/omissions, breach of this Agreement, or other matters 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.

ELECTRONIC ACCEPTANCE

REQUIRED VALLY PRO CHECKBOX / ACCEPTANCE LANGUAGE

☐ I have read and understand the Backcountry Guide Company Release of Liability, Assumption of Risk, Indemnification, and Hold Harmless Agreement. I understand that it includes an assumption of risk, release of certain legal claims, covenant not to sue, indemnification obligations, and other legally binding terms. I voluntarily agree to all terms and consent to use of my electronic acceptance as my signature.

Each adult participant should accept this Agreement for themselves. A parent or legal guardian should accept the applicable minor terms for a participant under 18. Any separate activity-specific or rental agreement required for a reservation also applies.

Backcountry Guide Co. • Lake of the Woods, Minnesota • Electronic Acceptance Version for Vally Pro