

**ADULT**

# North Country Canoe Outfitters

North Country Canoe Outfitters  
474 Kawishiwi Trail  
Ely, Minnesota 55731

<http://www.boundarywaters.com>

## RELEASE OF LIABILITY ACKNOWLEDGMENT OF RISKS, AND ACCEPTANCE OF RESPONSIBILITY, BY ADULT CANOE TRIP PARTICIPANTS (18 YEARS OF AGE AND OLDER)

**VOLUNTARY PARTICIPATION:** I understand that I am about to voluntarily engage in the activity of canoeing and camping in the wilderness areas of northern Minnesota and/or Ontario, Canada, and/or Manitoba, Canada, utilizing equipment and/or services of JOHN C. SCHIEFELBEIN and MARY K. SCHIEFELBEIN (d.b.a. NORTH COUNTRY CANOE OUTFITTERS), their partners, agents, and employees, hereafter jointly referred to as NCCO.

**ACKNOWLEDGMENT OF RISKS:** I understand these activities bear certain known risks, as well as unanticipated and unknown risks which could result in damage to property, injury or death, to myself or to other persons in my group.

I believe NCCO has specifically explained to me the danger and potential for danger the following *known risks*:

- drowning (commonly stems from not correctly wearing personal flotation devices)
- moving water situations (i.e.: any and all rapids, waterfalls, river currents, etc.)
- lightning (on water or on land)
- wind (on water or on land)
- domestic fire (i.e.: stoves, campfires, etc.)
- wildfire (i.e.: forest fire, brush fire, etc.)
- falling objects (i.e.: rocks, trees, tree branches & limbs, etc.)
- trip hazards (i.e.: rocks, stumps, roots, uneven ground, etc., in camp, on portages, hiking, etc.)
- wildlife & plants (i.e.: kicking, scratching or biting animals, poisonous plants & berries, etc.)
- absence of medical assistance (i.e.: lack of quick response medical help and/or difficulty with emergency evacuation, etc.)

I understand that there are also *unknown risks* which cannot be anticipated, and that I cannot be informed about all of the potential risks and dangers inherent to wilderness canoeing and camping. The wilderness area I am about to enter is a constantly changing environment.

I believe NCCO has adequately warned me of the risks to which I and the members of my group will be exposed. I accept these risks as part of this activity.

I have advised the members of my group of each of the known and projected risks, and agree that each member does recognize the risks of property damage, personal injury or death while participating in the wilderness canoeing and camping activity.

I specifically acknowledge that I have been warned by NCCO to:

- wear personal flotation devices at all times while on or in the water
- avoid traversing (shooting) all rapids, waterfalls, fast moving water situations.

**NEGLIGENCE:** I understand that property damage, personal injury or death may result from risks incident to my wilderness canoeing and camping activity. In such event, I or my heirs may have the right to make a personal negligence claim against NCCO.

- It is NCCO's intent to be released from its acts of both professional and ordinary negligence, as well as those of me or members of my group.
- It is my intent to release NCCO, in advance, from its acts of both professional and ordinary negligence, as well as those of me or members of my group.
- It is specifically NOT my intent to release NCCO from liability for GROSS NEGLIGENCE or for INTENTIONAL TORTS.

**RELEASE FROM NEGLIGENCE:** In partial consideration of NCCO providing me with outfitting and other requested services from me and members of my group, I release JOHN C. SCHIEFELBEIN, MARY K. SCHIEFELBEIN, NORTH COUNTRY CANOE OUTFITTERS, their partners, agents, and employees, from any and all liability, claims, demands, actions or rights of actions, for property damage, personal injury and death, which are related to or are in any way connected with my voluntary participation in canoeing and camping in the wilderness areas of northern Minnesota, and/or Ontario, Canada, and/or Manitoba, Canada for their collective acts of ordinary negligence or ordinary negligent omissions, or for negligent acts of me or other members of my group. I understand that I am releasing NCCO in advance for any negligent act or negligent failure to act that cause property damage, personal injury or death, for which I would otherwise have the ability to make claim. I also release NCCO for any acts of my own negligence, as well as any negligent acts of members of my group.

**TRIP PREPARATION:** I understand the owners, employees, partners, and agents of NCCO are not able to make any judgement as to my physical fitness, mental ability, canoeing experience, and camping experience, as each relates to participating in this wilderness canoeing and camping activity. I have represented to NCCO that I am physically and mentally prepared to participate in this wilderness activity, and I am competent to evaluate wilderness canoeing and camping situations as they arise. I have further represented to NCCO that I, along with the other members of my group, have evaluated our own skills and experience levels, and we each believe that every member is adequately skilled and prepared for this wilderness activity.

**USE OF EQUIPMENT:** I understand the purpose and intended use of all equipment that I furnish, or that is furnished by or purchased from NCCO, and agree to use this equipment only for the manufacturer's intended purpose and use. I accept full responsibility and full liability for personal injury or death to myself or others, arising from the misuse or non-conforming use of all such equipment.

**APPLICABLE LAW:** I understand this contract is intended to be construed under the law of the state of Minnesota. If any portion of this contract is later found to be invalid or unenforceable, then the balance of this contract shall, notwithstanding, continue in full force and effect.

I fully recognize that if any property is damaged, or if anyone is hurt or killed while I am engaged in this wilderness canoeing and camping activity, that I will have no right to make a claim or to file a lawsuit for injury or death against John C. Schiefelbein, and/or Mary K. Schiefelbein (d.b.a. North Country Canoe Outfitters), their partners, agents, and employees, regardless of any determination of fault. This contract is effective the date when signed, and continues for the duration of this activity until I depart NCCO's property to commence my travel to return home.

I have read and understand the above contract \_\_\_\_\_

INITIAL HERE

DATE / /  
Signed MONTH / DAY / YEAR

SIGN

\_\_\_\_\_

SIGNATURE

PRINT

WITNESS  
IF NOT SIGNED IN PRESENCE OF NORTH COUNTRY CANOE OUTFITTERS REPRESENTATIVE

PRINTED NAME

Accepted this \_\_\_\_ day of \_\_\_\_\_  
IN FALL LAKE TOWNSHIP, LAKE COUNTY, MINNESOTA

by \_\_\_\_\_  
SIGNATURE OF NORTH COUNTRY CANOE OUTFITTERS' REPRESENTATIVE

REPRODUCE AS NECESSARY

IMPORTANT

**ADULT PARTICIPANT**  
(18 years of age and older)

**ADULT**

## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**John C and Mary K Schiefelbein DBA North Country Canoe Outfitters** (“the outfitter”) has put in place preventative measures to reduce the spread of COVID-19; however, the outfitter cannot guarantee that you will not become infected with COVID-19. Further, while attending the canoe trip activity, or being on the property of, or in the vehicles of, the outfitter could increase your risk and/or your child(ren)’s risk of contracting COVID-19.

Ultimately, if you have any doubt about the risk posed by Coronavirus (Covid-19) to the health of yourself use your judgement. The outfitter cannot guarantee a risk free environment. While the outfitter can assure you of our ongoing efforts to sanitize equipment and accommodations, we are unaware of the exposures and risks encountered by members of your travel party, or that of others, before arriving at the outfitter’s place of business.

By signing this agreement, I \_\_\_\_\_ acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the outfitter’s canoe trip activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the outfitter may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the outfitter’s employees, subcontractors, volunteers, and other program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the outfitter’s location, or in the outfitter’s vehicles, or participation in the canoe trip activity (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the outfitter, its employees, agents, subcontractors, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the outfitter, its employees, its subcontractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of the outfitters activities or programs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REPRODUCE AS NECESSARY**