

MINOR

North Country Canoe Outfitters

North Country Canoe Outfitters
474 Kawishiwi Trail
Ely, Minnesota 55731

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT CONCERNING PARTICIPATION IN CANOEING & CAMPING ACTIVITIES BY MY MINOR CHILD (UNDER THE AGE OF 18)

VOLUNTARY PARTICIPATION: I understand that my child, ★ (name of minor) is about to voluntarily engage in the activity of canoeing and camping in the wilderness areas of Northern Minnesota and/or Ontario, 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.

ACKNOWLEDGEMENT 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 my child or to other persons in his/her group. This topic has been discussed in planning meetings. Written material has been made available to me to read including one sheet supplied by NCCO titled "Risks Associated With Wilderness Travel."

- ◆ NCCO has, therefore, specifically identified to me the danger and potential for danger to my child of the following **known risks:**
 - drowning (North Country Canoe Outfitters requires lifejackets be worn while canoeing, recommends wear while swimming)
 - 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, etc.)
 - falling objects (i.e.: rocks, trees, tree branches & limbs, etc.)
 - trip hazards (in camp, on portages, hiking, etc.)
 - wildlife & plants (i.e.: scratching or biting animals, poisonous plants, 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 **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 my child is about to enter is a constantly changing environment.

ACCEPTANCE OF RISKS: NCCO has adequately warned me of known and unknown risks to which my child and the members of his/her group will be exposed. *I specifically accept these inherent risks as an integral part of this activity.* I have discussed these risks with my child. I believe my child understands and accepts these risks, and is mature enough to responsibly participate in this activity. At the urging of NCCO, I have specifically instructed my child to:

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

TRIP PREPARATION: I understand NCCO is not able to make any judgment as to my child's physical fitness, mental ability, canoeing experience, and camping experience, as each relates to participating in this wilderness canoeing and camping activity. I represent that my child is physically and mentally prepared to participate in this wilderness activity. I believe the adult leadership personnel of my child's group are competent to evaluate wilderness canoeing and camping situations as they arise.

RELEASE AND INDEMNITY: In consideration of my child, ★, (name of minor) being permitted to voluntarily engage in this canoeing and camping activity in the wilderness area of Northern Minnesota and/or Ontario, Canada, I individually and on behalf of my spouse, legal representatives, heirs and assigns, excluding my participating child, **release, waive, and discharge JOHN C. SCHIEFELBEIN, MARY K. SCHIEFELBEIN, NORTH COUNTRY CANOE OUTFITTERS, ITS AGENTS, PARTNERS, and EMPLOYEES from all liability** to me, my spouse, legal representatives, heirs and assigns, excluding my participating child, for any and all loss, cost or expense for personal injury, death, or property damage, and all claims for general or special damages resulting therefrom, on account of injury to my child named above, **whether caused by either professional or ordinary negligent acts, or by either professional or ordinary negligent acts of omission of NCCO,** or by the negligent acts or negligent omissions of my child or other members in my child's group, while my child is participating in the wilderness canoeing and camping activity as mentioned herein. I will **indemnify and defend** at my cost NCCO should a lawsuit be filed by me, my spouse, or our legal representatives, our heirs and assigns, excluding my participating child. By my signature to this contract, **I hereby assume full responsibility for the risk to my child of bodily injury, death, or property damage while my child is participating in the wilderness canoeing and camping activity as mentioned herein.**

X INITIAL HERE

LIMITED POWER OF ATTORNEY: During this wilderness canoeing and camping activity, the adult leadership personnel of my child's group will be making decisions which influence the safety of my child. I have made the adult leaders aware of any known limitations which affect my child's participation. At all times during this activity, the adult leaders are fully authorized to make such decisions as they deem necessary concerning immediate medical care of my child. **I give my full parental and/or legal guardian consent to the adult leaders to make such decisions concerning the health of my child. Noted on the reverse side of this document are: (1) any limitations upon immediate health care decisions which I deem appropriate, (2) medications to which my child is allergic and should NOT receive, and (3) primary and secondary emergency contact information covering the full period my child is away from home.**

X INITIAL HERE

APPLICABLE LAW: This release, waiver, and indemnity agreement 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 my child is 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 my child departs NCCO's property to commence his/her travel to return home.

I have read, and understand, the above contract. X INITIAL HERE

Signed this _____ day of _____, _____
DATE MONTH YEAR

by X
SIGNATURE OF MINOR CHILD'S PARENT OR LEGAL GUARDIAN

Accepted this _____ day of _____

PRINTED NAME

MINOR

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 or your child will not become infected with COVID-19. Further, attending the canoe trip activity, or being on the property of, or in the vehicles of, the outfitter could increase your risk and your child’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 and your child, use your judgement. We cannot guarantee a risk free environment. While we 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 child’s travel party, or that of others. before arriving at the outfitter’s place of business.

REPRODUCE AS NECESSARY

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child _____ 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 program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and/or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that my child may experience or incur in connection with my child’s attendance at the outfitter’s location, in the outfitter’s vehicles, or participation in the canoe trip activity (“Claims”). On my behalf, and/or on behalf of my child, 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 as Parent/Guardian

Date

Printed Name of above Parent/Guardian