



PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE AND INDEMNITY AGREEMENT

This Release of Liability and Hold Harmless Agreement (“Agreement”), is made as of this _____ day of _____, 2____ between (Points Unknown, LLC) and its members, officers, directors, agents, employees, volunteers, and any other person or entity acting on its behalf (hereinafter referred to collectively as “PU”) and the person(s) executing this document (hereinafter referred to as “Participant”).

I understand I share the responsibility for my safety. I have no mental or physical problems or limitations that might affect my ability to participate that have not been disclosed to PU in writing, including if I am pregnant. I have been honest in my disclosures, including my limitations and my weight as I understand it will affect how PU plans activities. I have had the opportunity to ask questions about the activities and the risks of the program in which I will participate.

I understand and acknowledge that the program(s) in which I will participate has serious risks and it is impossible to anticipate neither every activity nor every risk in which I will engage. The activities in which I may participate will depend on the program and may be physically strenuous. These activities may be instructional, educational, or adventurous and may include but are not limited to: hiking, camping, physical problem solving activities, dog sledding, snowshoeing, cross country skiing, snowmobiling, touring the dog kennels, and related wilderness activities. I understand that I may engage in other activities not listed above. Activities may be scheduled or unscheduled, mandatory or optional, supervised or unsupervised. The planned program may be modified for any number of reasons, including convenience, weather, emergencies or unexpected conditions. I have the option to decline to participate in any activity. The risks I may encounter include but are not limited to: slipping, falling, dog sled flipping, lines tangling, being struck by snow, ice, trees, other objects, dogs or persons; improper or malfunctioning equipment; physical contact with other participants; being knocked down, bitten, licked, peed on, pooped on or scratched by a dog. I understand that these activities are done in the wilderness, where I may encounter more risks associated with the environment and weather including but not limited to encountering trees, cold, snow, ice and wild animals such as wolves or moose.

By signing this agreement, I voluntarily agree and I acknowledge that participating in a PU program involves inherent risks of death, serious injury or property damage. Furthermore, I understand that access to medical facilities, communication, transportation or evacuation may be subject to delay. I understand that PU cannot assure my safety or eliminate all of these risks. I agree to assume all of the risks of the activities of my PU program.



In consideration for participating in these activities, Participant hereby releases, waives, and forever discharges PU of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to PU's services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of PU (*i.e.* Participant releases PU from liability for damages caused by PU's negligent acts or omissions only). Participant further agrees to indemnify PU for, and hold PU harmless from, all judgments, claims, demands, attorney fees, and costs arising from any such action. PU further releases for any damages occurring on the facility and traveling to or from the facility.

This release is given on behalf of Participant and Participant's spouse, legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Participant's, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until Participant has revoked it in writing and submitted the written revocation to PU.

I agree that the substantive law of Minnesota governs this document and any dispute or suit I have with PU (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed or entered into only in Minnesota. Any claim for damage to person or property arising from my participation in any of the programs and activities conducted or sponsored by PU, or any controversy involving this agreement shall be resolved by binding arbitration pursuant to the then applicable rules of the American Arbitration Association. I agree to pay all attorneys' fees and cost incurred by PU in defending a claim or suit if the claim or suit is withdrawn or to the extent a court or arbitration determines that PU is not liable for the injury or loss. This document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. In addition, PU has permission to use my photo or image for sale or reproduction in any manner it desires, including advertising or display.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS LEGALLY ENFORCEABLE DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Participant signature

Date

Print name here