

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

DISCLAIMER

Black Spruce Dog Sledding, LLC, its employees, assistants, tour guides, members and managers (collectively hereafter referred to as "the company") hereby disclaim any liability for any personal injury, property loss or damage of any kind or nature sustained by participant while on, about or during the operation of the Company's "Mushing Experience" including but not limited to, inadequate instructions or demonstrations for use of the same.

ASSUMPTION OF RISKS

In consideration for participation in the dog mushing experience provided by Black Spruce Dog Sledding, LLC, I acknowledge that I am aware of the inherent risk, dangers and hazards associated with my participation (including the possible risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

1. The risks associated with travel to and from the location(s) to be visited during the tour, including transportation by commercial, private and/or public motor vehicles;
2. The possibility of bodily injury (broken bones and soft tissue damage) including dental damage from falling off a sled, injuries incurred while taking lessons, on a guided tour, camping, or other incidents that may occur while traveling in the wilderness whether caused by myself or someone else.
3. The risk of damages to personal property you elect to take along.
4. The possibility of fatal injury related to the participation of any tour activities.
5. The association with operation or participation in tour activities during inclement weather (including snow, rain, ice, cold, etc...)

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Company allowing me to participate in the mushing experience and any related activities, I agree:

1. THAT I AM IRREVOCABLY releasing the Company from liability of any kind or nature associated in any manner with the use and operation of mushing and related activities.
2. TO BE SOLEY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain or cause to others while participating in the mushing experience and all related activities; and
3. TO HOLD HARMLESS AND INDEMNIFY THE COMPANY:
 - i) From any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the mushing experience and all related activities; and
 - ii) From any and all claims, demands, liabilities, actions and costs (including reasonable attorney fees) which might arise out of my participating in the mushing experience, regardless of fault.

Note: I agree to pay for any damages to mushing equipment as a result of reckless behavior not in keeping with the safety policies put forth by Black Spruce Dog Sledding, LLC.

ACKNOWLEDGEMENT - ADULTS

I Acknowledge that I am 18 years of age or older and that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death, injury or incapacity.

Signed this _____ day of _____, 20_____

SIGNATURE: _____

Print Name: _____

ACKNOWLEDGEMENT - YOUTH

I acknowledge that I am the **parent or guardian of** _____, Participant who is a minor and that I have read this Agreement voluntarily and that this Agreement is binding upon Participant, me, my heirs, executors, administrators and representatives, in the event of my death, injury or incapacity.

Signed this _____ day of _____, 20_____

SIGNATURE OF PARENT OR GUARDIAN: _____

Print Name: _____

Names of Additional Minor Participants: