



## **PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE AND INDEMNITY AGREEMENT**

In consideration of the services of **Points Unknown, LLC** and each of its respective agents, officers, directors, trustees, affiliates, representatives independent contractors, volunteers(including consulting physicians), and all other persons or entities associated with them(collectively referred to as PU), participant acknowledges and agrees as follows:

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. 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 risks and it is impossible to anticipate every activity 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 or cross country skiing. 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. It is impossible to know or list every risk associated with every activity. The risks I may encounter include but are not limited to: slipping, falling, being struck by objects or dogs or persons, improper or malfunctioning equipment, physical contact with other participants, being knocked down, bitten or scratched by a dog.

**I acknowledge that participating in a PU program involves inherent risks and other risks including some not listed above that can cause or lead to death, injury or property damage. Furthermore, 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.**

**I release PU from and agree not to sue PU for any liability, claim or expense in any way associated with my participation in the PU program or the use of any equipment or facilities. Neither I nor anyone acting on my behalf will make a claim**



**against PU as a result of a loss, injury, damage or death suffered by me. This release includes**

**any losses caused or alleged to be caused, in whole or in part, by the negligence of PU to the fullest extent allowed by law (but not for intentional or willful or wanton conduct) and includes claims for personal injury, property damage, wrongful death, breach of contract, or any other type of suit.**

**I further agree to defend and indemnify PU (to pay or reimburse PU for money it is required to pay, including attorney's fees and cost) with respect to any and all claims brought on or on behalf of a family member, a co-participant, or any other person for any other claims related to my participation in the program.**

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 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.**

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Participant signature

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Date

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Print name here