

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in activities at Wintergreen Dogsled Lodge, Inc., and understand that in consideration of permission to participate in those activities I agree to the terms contained in this document.
- I understand that Wintergreen adventure activities involve physically and mentally strenuous activities in wilderness areas removed from the facilities of civilization.
 - I understand that the activities, including dogsled trips, are inherently hazardous and that I may be exposed to dangerous and hazardous situations including but not limited to: falls, fractures, concussions, injuries from my lack of fitness or conditioning, death, equipment failure, negligence of others, or omissions by me, the use of domestic animals, including risks of being scratched, bitten, knocked over, falling off or tipping over a dogsled, being knocked down because of animals or equipment, in addition to the risks of winter activities, including temperature, ice and snow.
 - I understand that I may be seriously hurt, disabled or die from the resulting injuries and that my property may be damaged and that hospital facilities, qualified medical care and medical evacuation may be limited and that Wintergreen Dogsled Lodge, Inc., does not assume responsibility of providing medical care or the cost of it.

2. **ASSUMPTION OF THE RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:** Knowing of the inherent risk of Wintergreen adventure activities, I freely agree to assume all risks and responsibility from my participation in these activities to the maximum extent permitted by law. I agree to release, hold harmless and indemnify Wintergreen Dogsled Lodge, Inc., and its officers, directors, staff, representatives, employees, agents and all owners of property on which activities take place and parties that provide goods or services in connection with Wintergreen adventure activities and from claims of liability based upon Minnesota Statutes Annotated §347.22 (Injury by Dog) and from and against all present and future claims, losses, or liabilities for injuries to persons or property which I may suffer, or for which I may be liable to any other person, related to my participation in Wintergreen adventure activities resulting from the negligence of Wintergreen or any other person. I agree that this Release of Liability, Assumption of Risk, and Indemnification Agreement will apply to claims made by me or on my behalf, or by family members, heirs or personal representative, each of which is bound by the terms of this Agreement, and covenant not to sue Wintergreen.

I have carefully read and freely signed this Release of Liability, Assumption of Risk and Indemnification Agreement. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this Agreement shall be governed by the laws of the State of Minnesota (excluding its conflict of law principles) which shall be the exclusive forum for any lawsuits filed under or incident to this Agreement or the Wintergreen adventure activities in which I participate.

I certify that I have health and accident insurance that will cover me for my activities at Wintergreen Dogsled Lodge, Inc. For participants under age 18, I certify that I am the parent or legal guardian of the participant(s) and that I have authority to enter this agreement on behalf of the minor participant(s) whose names I've listed below:

My Name _____ Signed _____ Date _____

Name of Minors: _____

In the event of an emergency, please contact: Wintergreen Trip Type/Dates _____

1) _____ Phone day/eve _____

2) _____ Phone day/eve _____