

**Swiftwater Adventures and High Ropes MN Release of Liability and Assumption of Risk Agreement**

This is a release. Read it carefully before signing. This release essentially states that I am participating in an aerial challenge course and as a result there are coherent risks in these activities. I know that I may die, get hurt, or damage my personal property. If any of these occur, I understand that I cannot make a claim, sue, or expect North Woods Eco-ventures LLC, DBA Swiftwater Adventures and High Ropes MN, its owners, officers, guides, employees, associates, or the State of Minnesota to be legally responsible or pay for any damages.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS ON AERIAL CHALLENGE COURSE**

This 5 pole, 12 element course is a self-guided course with on site guides to help facilitate the experience. Participants wear safety harness and are clipped into guy wires from element to element. Participants must be aware of their equipment at all times, follow the directions of guides, and be aware of their health and fitness. Participants must be between 70 and 275 pounds. By signing this agreement the participant agrees to all the above.

**Potential risks** on the aerial challenge course are as follows: injury, death, disability and property damage. Emotional risks can include inadvertent touching by guides to help secure a person, emotional unrest, anxiety, or hurt feelings. Other environmental risks can include sunburn, insect bites, bruises, sprains, broken bones, abrasions, etc. Participants are responsible for their own personal medications while on course.

**Release:** In consideration for High Ropes MN allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless High Ropes MN and for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this rafting activity. I also expressly agree to release and discharge High Ropes MN from any act of omission of negligence in rendering or failing to render any type of rescue or medical services. In signing this document, I fully recognize and understand that if I (or any minor of whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against High Ropes MN, even if they negligently or by some other act of omission cause the injury or damage. I further agree, to hold harmless, defend, and indemnify, High Ropes MN from all defense costs, including attorney’s fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course or my participation in this activity.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Please Print Name \_\_\_\_\_ Signature: \_\_\_\_\_  
Date \_\_\_\_\_

PARENTS OF GUARDIAN’S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18) In consideration of \_\_\_\_\_ (print minor’s name) (“Minor”) being permitted by SA to participate in its activities, I further agree to indemnify and hold harmless SA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian \_\_\_\_\_ Date: \_\_\_\_\_