

**PACKSACK CANOE TRIPS & LOG CABINS**  
**P.O. Box 780, Ely, MN 55731**

**WAIVER AND RELEASE AGREEMENT**

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of  
Packsack Canoe Trips & Log Cabins, Inc., I agree to the following Waiver and Release:

I acknowledge that the activities related to my stay and/or equipment rental here at Packsack Canoe Trips & Log Cabins, Inc. has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the lakes and rivers including drowning;
2. Trip Hazards (i.e. in camp, hiking, rock climbing, traversing portages, etc.)
3. "Domestic" fire (i.e. campfires, stoves, lanterns, etc.)
4. Falling objects (i.e. rocks, trees, tree branches, etc.)
5. Injuries from fishing equipment and other participants;
6. Encounters with wildlife, animals, and insects;
7. Temperature extremes;
8. Inclement weather conditions, wildfire (i.e. forest fires, etc.) and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of the activities related to my stay and/or equipment rental here at Packsack Canoe Trips & Log Cabins, Inc. and have had the opportunity to discuss them with Nicholas or Danielle Ott or the person designated in charge by Nicholas or Danielle Ott in case of their absence. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in any of the activities related to my stay and/or equipment rental here at Packsack Canoe Trips & Log Cabins, Inc. is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF PACKSACK CANOE TRIPS & LOG CABINS, INC. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Nicholas & Danielle Ott, doing business as PACKSACK CANOE TRIPS & LOG CABINS, INC., their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of Nicholas or Danielle Ott doing business as Packsack Canoe Trips & Log Cabins, Inc., their directors, officers, agents, employees and volunteers or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Nicholas & Danielle Ott doing business as Packsack Canoe Trips & Log Cabins, Inc. as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Packsack Canoe Trips & Log Cabins, Inc.

Date of arrival at Packsack Canoe Trips & Log Cabins \_\_\_\_\_

Date of departure from Packsack Canoe Trips & Log Cabins \_\_\_\_\_

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

### INDEMNIFICATION

In consideration for the above minor being permitted by \_\_\_\_\_ to participate in the activities of Packsack Canoe Trips & Log Cabins, Inc. which include, without limitations, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Nicholas & Danielle Ott doing business as Packsack Canoe Trips & Log Cabins, Inc., their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Packsack Canoe Trips & Log Cabins, Inc. and his or her use of the property, animals, if any, and facilities of Packsack Canoe Trips & Log Cabins, Inc. as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Packsack Canoe Trips & Log Cabins, Inc.

Date of arrival at Packsack Canoe Trips & Log Cabins \_\_\_\_\_

Date of departure from Packsack Canoe Trips & Log Cabins \_\_\_\_\_

Date \_\_\_\_\_

Signature of Parent, Guardian or Custodian of Minor \_\_\_\_\_

Print Name of Minor \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_