



## **Wilderness Wind**

2945 Hwy 169

Ely, MN 55731

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### **Wilderness Wind Commitment to Safety**

To: Wilderness Wind Participants

From: Stan Bontrager, Executive Director

Please be aware that we will take every precaution to ensure your safety while with us. We carry liability insurance with Holden Insurance Company of Duluth Minnesota. They require participants to sign the enclosed release form. This is to protect them from any frivolous lawsuits.

Wilderness Wind began operating in 1986, and since then, we have had only a few injuries that have required the attention of a physician. We will continue to do our best to provide you with a safe wilderness experience. Our liability insurance does provide minimum accident insurance, but it is only a back up to your personal accident insurance policy. Please be sure that you are covered by your policy in case of injury.

Thank you for your understanding on this matter, and welcome to the Wilderness Wind program. I trust we will have a wonderful experience together!



### **PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Wilderness Wind Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Wilderness Wind"), I hereby agree to release and discharge Wilderness Wind, on behalf of myself, my children, my parents, my heirs, assigns personal representative and estate as follows:

1. I acknowledge that canoeing and camping in the Minnesota Boundary Waters Canoe Area Wilderness and the Canadian Quetico Provincial Park entails known and unanticipated risks which could result in physical and emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things:

1. encounter with the elements and wildlife.
2. experiencing hypothermia, heat stroke, broken bones.
3. swimming in open water, drowning.
4. wilderness travel, which may include lining canoes through rapids, carrying canoes across portages, hiking etc.
5. injuring due to capsizing a canoe
6. injuring from activities around an open campfire, or the campsite.
7. being struck by lightning.
8. injury due to fallen trees.

Furthermore, Wilderness Wind guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to make compensation for any hurt, loss, or damage and hold harmless Wilderness Wind from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Wilderness Wind's equipment or facilities, including any such claims which allege negligent acts or omissions of Wilderness Wind agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf.

4. Should Wilderness Wind, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to make compensation for costs and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Wilderness Wind on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PICTURES:** I hereby give permission for Wilderness Wind to use any pictures in which I (or my child- if appropriate) appear for publicity purposes.

Signature of Participant/Guardian/Parent: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) (hereinafter referred to as Minor) being permitted to participate in Wilderness Wind activities and to use its equipment and facilities. I further agree to indemnify (make compensation for any hurt, loss, or damage) and hold harmless Wilderness Wind 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: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_