

# ASSUMPTION OF RISKS

To cover courses conducted during the time period of:  
June 1, 2011 through May 31, 2012

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PRINT STUDENTS NAME \_\_\_\_\_

In consideration of the services of **The Red Wing Environmental Learning Center, Inc.** its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as the "ELC"), I agree as follows:

Although the ELC has taken reasonable steps to provide me with appropriate equipment and skilled staff for the courses so I can enjoy activities for which I may not be skilled, I acknowledge that these activities have risks, including certain risks which cannot be eliminated without destroying the unique character of these activities. The same elements that contribute to the unique character of these activities can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that the ELC does not want to frighten me or reduce my enthusiasm for these activities, but thinks it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks:

ELC courses live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities vary from course to course, and can include hiking and backpacking, climbing and descending rock and ice cliffs, whitewater canoeing, sailing, skiing, dog sledding, fishing, biking, winter travel and caving.

ELC courses occur in remote places, and sometimes many days from medical facilities. Communication by cell phones and radios can be difficult or impossible. The ELC attempts to utilize various technologies and such to ensure the safety of those taking our courses. Therefore the ELC does carry and will employ the use of these devices as when operational, needed and deemed necessary by the ELC staff for the preservation of life or limb. Transportation can also be difficult and sometimes evacuations and medical care may be significantly delayed.

Meals are prepared over gas stoves and open fires. Water often requires disinfection before use. Camping risks and hazards can include burns, cuts, diarrhea and flu-like illness, and falling timber.

Travel is by vehicle, canoe, skis, and on foot and by other means, over rugged unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes and slippery rocks. Attendant risks can include collision, falling, capsizing, drowning and others usually associated with such travel, as well as environmental risks.

Environmental risks and hazards can include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock, lightning, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses can include hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and students in a wilderness setting, based on variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Students may have free, unsupervised time before, after, and during the field portions of courses. Throughout the course, students are responsible for their own safety and for the safety of other members of their course.

I am aware that ELC courses include risks of injury or death to me. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in these activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of ELC is available to more fully explain to me the nature and physical demands of these activities and the inherent risks, hazards, and dangers associated with these activities.

I possess at least the following qualifications, which are prerequisites to my participation in these activities:

I have read and understand the following: the general and safety information included in the ELC courses' descriptions, objectives, the general information, and the physical conditioning information.

I have verified with my physician and other medical professionals that I have no past or current physical or psychological condition that might affect my participation in the courses, other than as described on the Medical Form. I authorize ELC to obtain or provide emergency hospitalization, surgical or other medical care for me.

I agree that this Assumption of Risks and all other aspects of my relationship with the ELC, contractual or otherwise are governed by the laws of the State of Minnesota, but not its "conflicts of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of or relating to my enrollment or participation in these courses or any other dispute with the ELC must be filed or entered into only in the State of Minnesota.

I represent that I am fully capable of participating in these activities, without causing harm to myself or others. Therefore, I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death, loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence, or the negligence of the ELC, while participating in ELC activities.

I, and my parent(s) or guardian, if I am a minor, have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(STUDENT)

If the student is under 18, I am signing as parent or guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) ELC from any claim which may be brought by or on behalf of the student, or any member of the student's family, for injury or loss resulting from those inherent risks of the courses, described and not described above, and from the negligence of the student or the ELC

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(PARENT OR GUARDIAN)