



Positive Energy for Youth: Winter Assumption of Risk

We are proud of our excellent safety record, which spans over 40 combined years of professional outdoor education experience. We are required to inform participants and their parents/guardians of the potential for injury. Occasionally, participants in our programs have experienced minor bumps, bruises or scrapes. Please contact us if you have any questions about our dog sledding or draft horse programs.

Activities and Risks

Although Positive Energy for Youth has taken reasonable steps to manage the risks of winter outdoor activities, I acknowledge that these activities have risks. The following describes some, but not all, of those risks. Travel may be by skis, dog sled, horse drawn sleigh, snowshoes and on foot over unpredictable terrain including lakes and creeks, snow and ice, slippery rocks, downed timber, steep slopes and trails with snowmobile and other motorized vehicle traffic. Associated risks include collisions, falls, hypothermia, drowning, frostbite, and others usually associated with such travel, as well as environmental risks. Environmental risks may include cold weather, deep or cold water, ice/rock fall, animals (sled dogs are friendly but they may jump, bite, scratch, bump you or knock you down; draft horses are large, gentle animals; however, they may step on, bite, bump you or knock you down), and other unpredictable forces of nature.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, abrasions and cuts, broken bones, emotional injury, paralysis, death, or other damage to participants, property, and to third parties.

I understand that that dog sledding, skijoring, snowshoeing and handling draft horses are potentially hazardous activities and such risks cannot be eliminated without diminishing the essential qualities of the activities. I understand that the staff, and others assisting the staff have difficult jobs to perform. They seek to effectively manage the risks of the activity and the environment, but they are not infallible. By participating, I freely agree to assume all liability and risk for any damage that may arise out of my participation.

Agreement for Use of Photographs, Artwork, and Name

From time to time photographs, videos, and/or audio clips may be taken of youth and adults engaging in Positive Energy Outdoors programs and activities. Positive Energy Outdoors requests the right to use all photos, videos, and/or audio clips taken of youth and adults, programs and activities. These may be used for promotional brochures, promotions or showcase of programs on our web sites, showcase of activities in local newspapers, and other not-for-profit purposes.

Acknowledgment and Assumption of Risks (for All Participants and Parents of Minor Participants)

I as a Participant (adult or minor), and parent or guardian of a minor participant, expressly accept and assume all risks associated with enrollment or participation in dog sledding and associated winter activities, whether or not described above, and inherent or otherwise.

Agreements of Release and Indemnity (for Adult Participants and Parents of Minor Participants)

If I am an adult participant, or Parent of a minor participant (for myself and on behalf of the minor for whom I sign), I agree as follows:

a) I assume all financial responsibility for any injury or damage incurred by or caused by me (or by the child for whom I sign) in any way related to dog sledding and associated activities. I agree, on behalf of myself, the minor child for whom I sign, members of my family, heirs, assigns, personal representatives and my estate to release, discharge, indemnify and hold harmless Positive Energy for Youth (Positive Energy Outdoors), its board, employees and volunteers assisting in dog sledding and associated activities ("Released Parties") from any and all claims, by whomever they may be brought, and including claims of negligence, which are in any way connected with my or my child's enrollment or participation in dog sledding and associated activities.

b) I acknowledge that this agreement shall be governed by and construed in accordance with the substantive laws of the state of Minnesota (but not those laws which may apply the laws of another State). Any suit or action filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement shall be filed in St. Louis County in the state of Minnesota. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected.

I HAVE READ HIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT (ADULT OR MINOR), AS PARENT OR GUARDIAN OF A MINOR PARTICIPANT, AND FOR THE CHILD FOR WHOM I SIGN.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN TO THE MAXIMUM EXTENT ALLOWED BY LAW. IF I AM A MINOR AT THE TIME OF SIGNING AND BECOME AN ADULT DURING THE PERIOD OF THIS DOCUMENT'S APPLICATION, MY CONTINUED PARTICIPATION IN DOG SLEDDING AND RELATED ACTIVITIES WILL CONFIRM AND RATIFY MY AGREEMENT TO ALL THE TERMS OF THIS AGREEMENT, AS THOUGH I WERE AN ADULT AT THE TIME OF SIGNING BELOW.

Participant Name(s): _____

SIGNATURE(S): _____

DATE: _____

Signature of Parent/Guardian required for participants under age 18.

Address: _____

Telephone: _____

E-mail: _____

Are you under a physicians care or do you have any medical conditions that may affect your participation? If yes, please describe: