

**POSITIVE ENERGY OUTDOORS AGREEMENT:  
(INCLUDING ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY)**

Positive Energy Outdoors (PEO) is proud of our excellent safety record, which spans over 40 combined years of professional outdoor education experience. We are required to inform participants and/or 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 outdoor education programs.

Please read this form carefully. We MUST have a signed form on file before your child ("Student") is allowed to participate. This form, which includes an acknowledgment and assumption of risks, and agreements of release and indemnity, must be signed by parent/guardian of a minor student. The parent or guardian signs for himself or herself and on behalf of the minor. For and in consideration of the services of PEO, the undersigned Student and the parent or guardian, (referred to below as "I" unless otherwise indicated), acknowledge and agree as follows:

**Activities and Risks**

**The climbing wall** is a structure 20 feet high, onto which certain handholds have been attached. The climber should be supported by means of a "belay": a system which includes a rope attached to the climber's waist by means of a harness. That rope is run through an anchor at the top of the wall, from which it extends down to and is connected to a belay device attached to a harness and held by a staff member or co-participant who is positioned near the base of the wall. This "belayer" is responsible for slackening or tightening the rope as required during the climb. I understand that reasonable steps will be taken to manage the risks of a climb, including inspections of the wall and reasonably determining competencies of belayers. But accidents can happen. Among the risks of participating are the following: falling off the wall; loose and/or damaged holds; equipment failure, including failure of the belay systems, and failure or collapse of the wall, collisions with other individuals, equipment or other objects, or being fallen upon by other participants; abrasions from the wall, ropes, holds, ground, mats or floor; belay failure, caused by faulty or failed equipment or improper procedures by a belayer; climbing beyond one's competency; the negligence of other climbers, belayers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the wall and otherwise in the area in which the wall is positioned.

**Rock and ice climbing** are active outdoor adventures that carry risks. Please understand that reasonable steps have been taken to manage the risks of climbing, including inspections of equipment and supervising the climbing site, including climbers and belayers; however, accidents can happen. Among the risks of climbing are the following: falls; equipment failure; being fallen upon by other participants; abrasions from the rock face or ropes; belay failure, caused by faulty or failed equipment or improper procedures by a belayer; climbing beyond one's competency; the negligence of other climbers, belayers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the climbing site. Travel may be on foot over unpredictable terrain including lakes and creeks, snow and ice, slippery rocks, downed timber and steep slopes. Environmental risks may include cold weather, deep or cold water, ice/rock fall and other unpredictable forces of nature.

**Kayaking, canoeing and stand up paddle boarding (SUP)** are active outdoor adventures that carry risks. Please understand that reasonable steps have been taken to manage the risks of kayaking, canoeing and SUP, including inspections of equipment and determining competencies of paddlers; however, accidents can happen. Among the risks of kayaking, canoeing and SUP are the following: equipment failure; collisions with other individuals, equipment, boats or other objects, or being hit by other participants or boats; abrasions from the shoreline, paddles, boats or boards; paddling beyond one's competency; the negligence of other paddlers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the kayaking, canoeing or SUP site.

**Dog sledding, snowshoeing, cross country skiing, draft horses:** The following describes some, but not all, of those risks. Travel may be by skis, dog sled, horse drawn sleigh or wagon, snowshoes and on foot over unpredictable terrain including lakes and creeks, snow and ice, slippery rocks, downed timber, steep

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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, breaks and cuts, emotional injury, paralysis, death, or other damage to myself, other participants, to property, and to third parties.

I understand that such risks cannot be eliminated without diminishing the essential qualities of the climbing, kayaking, canoeing, SUP, hiking, draft horse or sled dog activity. 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.

I acknowledge and agree that PEO, staff and volunteers have no responsibility for injuries arising out of the use of personal gear which I may choose to wear or use, including harnesses or helmets, even though PEO reserves the right to examine and prohibit my use of such gear.

**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 PEO programs and activities. PEO 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**

I, the parent or guardian of a minor participant, expressly accept and assume all risks associated with enrollment or participation in the climbing and associated activities, whether or not described above, and inherent or otherwise.

**Agreements of Release and Indemnity**

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 climbing, kayaking, canoeing, SUP, draft horse 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 PEO, its board, employees and volunteers assisting in the above mentioned activities ("Released Parties") from any and all claims, by whomever they may brought, and including claims of negligence, which are in any way connected with my or the child's enrollment or participation in the 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 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.

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I HAVE READ THIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT OR 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 THE 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.

**PRINT NAME of Participant(s):** \_\_\_\_\_

**SIGNATURE of Participant or Primary Parent/Guardian (if participant is under 18):**  
\_\_\_\_\_

**PRINT NAME of Primary Parent/Guardian:** \_\_\_\_\_

Positive Energy Outdoors is a Head of the Lakes United Way Partner Agency. All information below is required for grant reporting purposes. Thank you for helping us collect this important data.

**Participant(s) Age(s):**

- \_\_\_\_\_ Child (Birth – 5)
- \_\_\_\_\_ School-Aged (6-18)
- \_\_\_\_\_ Adult (19-64)
- \_\_\_\_\_ Senior (65+)

**ZIP Code:** \_\_\_\_\_

**Gender:** M    F    Other \_\_\_\_\_

**Does this participant's household qualify for free or reduced lunch?**    Y            N

**Race/Ethnicity (circle one):**

- African/African-American
- American Indian
- Asian/Asian-American
- Caucasian
- Latino/Hispanic
- Other

**Please list any health information that may impact participation in programming (i.e. limited mobility, recent injury, etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_