

LA TOURELL'S RESORT & OUTFITTERS

La Tourell's, Inc.
PO Box 239
Ely, MN 55731
www.latourells.com

La Tourell's, Inc

Office & Information: 218-365-4531
Reservations: 800-365-4531
Fax: 218-365-4019
email: info@fishbwca.com

IMPORTANT: READ CAREFULLY

ACKNOWLEDGMENT OF RISKS, ACCEPTANCE OF RESPONSIBILITY, AND RELEASE OF LIABILITY

VOLUNTARY PARTICIPATION: I understand that I am about to voluntarily engage in the activities of wilderness canoeing, camping, motor boating, and/or other activity utilizing the equipment and/or services of La Tourell's, Inc., its officers, partners, agents, and employees, hereafter jointly referred to as La Tourell's.

ACKNOWLEDGEMENT OF RISKS: I fully understand and acknowledge that outdoor recreational activities have inherent known and unknown risks, dangers and hazards which could result in damage to property, injury or death to myself or others in my group.

- La Tourell's has specifically explained to me the danger and potential danger of the following *specific risks*:
 - * Drowning
 - * Wind (on land or water)
 - * Wildfire (forest fire)
 - * Wildlife and plants (scratching or biting animals, poisonous plants)
 - * Moving water (any and all rapids, waterfalls, river currents)
 - * Trip hazards (in camp, on portages, hiking)
 - * Absence of medical assistance (lack of quick medical response and/or difficulty with evacuation)
 - * Lightning (on land or water)
 - * Domestic fire (stoves, campfires)
 - * Falling objects (trees, branches, rocks)
- I understand that there are *unknown risks*, which cannot be anticipated, and that I cannot be informed about all of the potential risks and dangers inherent to wilderness recreation activity. I understand that the wilderness area I am about to enter is a constantly changing environment.
- *La Tourell's has adequately warned me of the risks to which I and my group will be exposed. I accept these risks as part of this activity. I have advised the members of my group of each of the known and projected risks, and acknowledge that each member does recognize the risks of property damage, personal injury or death while participating in the wilderness recreation activity.*
- *I specifically acknowledge that I have been warned by La Tourell's to:*
 - *Wear personal flotation devices at all times while on or in the water.*
 - *To avoid traversing (shooting) all rapids, waterfalls, fast moving water situations.*

NEGLIGENCE: I understand that property damage, personal injury or death may result from risks inherent to my wilderness recreation activity.

- It is La Tourell's intent to be released from its acts of ordinary negligence, as well as those by me or other members of my group.
- It is my intent to release La Tourell's, in advance, from its acts of ordinary negligence as well as those by me or other members of my group.

RELEASE FROM NEGLIGENCE: In consideration of La Tourell's providing me with the equipment and/or other requested services from me and members of my group, I release Robert D. La Tourell, Naomi R. La Tourell, La Tourell's, Inc. and its owners, agents, officers and employees from any and all liability, claims, actions, or rights of actions for bodily injury, property damage, wrongful death, loss of services and otherwise which may arise out of my use of La Tourell's, Inc. equipment and/or facilities or my participation in La Tourell's, Inc. activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of La Tourell's, Inc.

TRIP PREPARATION: I understand that La Tourell's is not able to make any judgement on my ability to participate in a wilderness recreation. I, along with other members of my group, represent that we have evaluated our own skill levels and we each believe that we are adequately prepared and skilled for this wilderness recreation activity.

USE OF EQUIPMENT: I understand that I am to use the equipment that I furnish or that is supplied to me or purchased from La Tourell's only for the manufacturer's intended purpose and no other use. I accept all responsibility and full liability for personal injury or death to myself or others, arising from the misuse or non-conforming use of all such equipment.

APPLICABLE LAW: This contract is intended to be construed under the law of the State of Minnesota. If any portion of this contract is later found to be invalid or unenforceable, then the balance of this contract shall, notwithstanding, continue in full effect.

I HAVE READ THE ABOVE AND UNDERSTAND THAT BY SIGNING IT THAT I WILL HAVE NO RIGHT TO MAKE A CLAIM OR TO FILE A LAWSUIT FOR INJURY OR DEATH AGAINST ROBERT D. LA TOURELL, NAOMI R. LA TOURELL, LA TOURELL'S, INC., ITS OFFICERS, PARTNERS, AGENTS, AND EMPLOYEES, REGARDLESS OF ANY DETERMINATION OF FAULT. THIS CONTRACT IS EFFECTIVE THE DATE WHEN SIGNED AND CONTINUES FOR THE DURATION OF THE TRIP UNTIL I DEPART LA TOURELL'S PROPERTY TO COMMENCE MY JOURNEY TO RETURN HOME.

Signed this _____ day of _____, 201__ X(signature)_____

LA TOURELL'S REPRESENTATIVE (printed name)_____

_____ (signature of parent or guardian)_____