



ADMINISTRATIVE USE ONLY

Date

Time

Guides

MJ Resort, Inc. d/b/a Gunflint Lodge & Outfitters and Towering Pines Canopy Tour

CANOPY TOUR AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

This document affects and limits your legal rights. You must read it carefully and consider it before you initial all paragraphs and sign this document.

If you do not understand any part of this document, let us know and a representative of Gunflint Lodge & Outfitters will explain it to you.

EACH PARTICIPANT AND PARENT OR GUARDIAN OF MINOR CHILDREN MUST INITIAL BELOW AFTER READING EACH SECTION.

_____ _____ **A. AGREEMENT & CONSIDERATION** The terms "I", "WE", "ME", "MY" shall herein refer to the registered participant and the parents or legal guardians thereof if a minor. In consideration for the services, including use and rental of Canopy Tour equipment and facilities and participation in activities provided, led or sponsored by and/or occurring on GUNFLINT premises located at and around 143 South Gunflint Lake Road, Grand Marais, MN 55604 ("SERVICES"), I / We, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby waive, release, and discharge entirely from all costs, damages, and liability of all sorts MJ Gunflint Properties LLC and MJ Resort, Inc., d/b/a Towering Pines Canopy Tour ("TPCT") and Gunflint Lodge & Outfitters, and its employees, contractors, owners, directors, agents, heirs, and assigns (collectively "GUNFLINT"), as follows:

_____ _____ **B. DESCRIPTION OF CANOPY TOUR** TPCT provides adventure recreation and environmental education. The Canopy Tour includes 8 different Zip Lines through the Boreal Forest. Zip Lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the forest canopy and are challenged with stepping off a high platform, confronting a fear of heights, and accepting these risks and other new challenges. Participants wear helmets and safety harnesses clipped into overhead steel cables with attached safety lanyards. Trained guides lead participants toward their recreational and educational goals during this tour through the forest canopy. All equipment will be fitted and checked by the guides, who will monitor progress throughout the tour and supervise all equipment transfers. The guides will attach and disconnect participants' harnesses to the cables; participants should never do this themselves. While under the care of the guides, it is the participants' responsibility to follow instructions and monitor the continued fit and readiness of their equipment. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cable above their heads with leather gloves. Participants also may be required upon occasion to pull themselves along a stretch of cable if they lose momentum before reaching any given landing platform (guides may assist with this process). The tour includes climbing stairs and hikes on uneven terrain. Participants must be physically able to complete these tasks.

_____ _____ **C. INHERENT RISKS / ASSUMPTION OF RISKS** Serious injuries are uncommon in Canopy Tours, but the risk of injury or death certainly exists by reason of falls, contact with other participants and fixed objects, and moving about or being transported on the grounds on which the Canopy Tour is initiated and conducted. A number of risks are inherent to the Canopy Tour which cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching and simple hurt feelings to panic and psychological trauma (such as fear of heights). The physical risks of participating range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage and, in extraordinary cases, even death. The property on which the tour is conducted includes hilly, rocky and wooded terrain, cliffs, and ravines, and the potential for harmful animals which may claw, bite or sting. Injuries may be a natural consequence of the Canopy Tour undertaken as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or failure to exercise reasonable care by guides, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of guides and staff to prevent them. In all cases, those inherent risks, as well as other risks of injury or death to persons or damage to property, which are not inherent and whether or not described above, must be accepted by those who choose to participate. I also acknowledge that these are just some of the risks and I agree to assume these and others not mentioned above. I am not relying on GUNFLINT to list all possible risks for me.

_____ _____ **D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: GUNFLINT is NOT responsible for total or partial acts, occurrences, or elements of nature and the consequences thereof. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or may claw, bite or sting a person; and irregular footing on out-of-door groomed or wild land which is subject to change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume these and others not mentioned above. I am not relying on GUNFLINT to list all possible conditions for me. The participant and parent or legal guardian have inspected GUNFLINT'S facilities and are satisfied that all conditions are reasonably safe for this participant's intended purpose, usage and presence upon the premises.

_____ _____ **E. PARTICIPANT'S RESPONSIBILITY** I / WE ACKNOWLEDGE THAT: When participating in the Canopy Tour, the participant's safety largely depends upon his/her ability to carry out instructions and use good safety practices. The participant shall be responsible for his/her own safety and that of an unborn child if the participant is pregnant. Pregnant women should zip only under the advice of their physician. GUNFLINT advises pregnant women not to zip. I am not under the influence of alcohol or drugs that would impair my ability to safely zip or engage in any other GUNFLINT activity or program and will not use alcohol or drugs throughout the entire time I am participating in the activity or program. I am in good health and have no physical condition, disability, impairment or injury that would make it dangerous for me to participate in this program or activity. I understand that the nearest medical clinic and hospital is approximately 45 miles away in Grand Marais, MN, which may result in a delay in my receiving necessary medical care. I am solely responsible for reviewing any questions or concerns about my ability to participate in this activity with a pre-existing heart, spine, neck, muscle, joint or any other medical condition with my physician. I understand that GUNFLINT is not providing any medical advice, treatment, care, or insurance benefits for me. I hereby authorize GUNFLINT and its employees, agents, representatives or assigns to provide any first aid or emergency care they deem necessary and to contact medical authorities and authorize medical treatment for me in the case of an emergency.

MJ Resort, Inc. d/b/a Gunflint Lodge & Outfitters and Towering Pines Canopy Tour
CANOPY TOUR AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

F. CARRY-ON OBJECTS // WE ACKNOWLEDGE THAT when participating in the Canopy Tour, I must not carry loose items, such as cameras, cell phones, hats not securely fastened under chin, toys, and purses, that may fall or blow away or flap in the wind or become caught up in trolleys, lines, or gear and I may not have my hair loose below my shoulders.

G. LIABILITY RELEASE // WE AGREE THAT: In consideration of GUNFLINT allowing me to participate in these activities, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and forever discharge GUNFLINT, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether known or unknown, anticipated or unanticipated, due to GUNFLINT'S and / or its associates' negligence or legal or other liability of any sort, whether arising in tort, contract, law, or equity or on any other basis whatsoever. I do further agree that I shall not bring any claims, demands, legal actions or cause of action, against GUNFLINT and its associates as stated above in this clause, for any economic or non-economic losses due to bodily injury and / or death and / or property damage or any other loss or damage of any sort, sustained by me and / or my minor child or legal ward in relation to the premises and operations of GUNFLINT, to include but not limited to those that occur while riding to, walking around, or zipping on or otherwise participating in the Canopy Tour, including those arising out of any first aid or medical decisions or care offered to or withheld from me, whether on or off the premises of GUNFLINT or engaging in activities led or sponsored by GUNFLINT. I further agree to defend and indemnify GUNFLINT (to repay or reimburse GUNFLINT any costs it incurs or money it is required to pay, including attorneys' fees and costs) for or as a result of any and all claims brought or damages or loss incurred by or on behalf of me or a family member, another participant, or any other person or for any other claim related to my participation in this program or activity, including those related to medical care or treatment.

H. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me, the registered participant, and the parents or legal guardians thereof if a minor, and on the heirs, estate, assigns, including all minor children, and personal representatives of myself and the registered participant. This agreement shall be interpreted according to the laws of the state of Minnesota, Cook County. This agreement is intended to be valid and binding at all times now and in the future when GUNFLINT permits me (directly or indirectly) to enter GUNFLINT'S premises, receive instruction or guidance from its associates and/ or when I participate in Canopy Tour activities on or off of GUNFLINT'S property or participate in any activity guided, offered or sponsored by GUNFLINT. Any disputes shall be litigated in, and venue shall be in the state of Minnesota, Cook County. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with law, then that single part is null and void and the remainder of this agreement shall remain in effect to the full extent authorized by law. This document may not be altered or amended by any verbal discussion or agreement.

I. PHOTOGRAPHS AND VIDEO // WE agree to allow my/our photo, video, or film likeness, and those of my minor child and/or legal ward, to be used for any legitimate purpose by GUNFLINT and its employees, agents, representatives, event holders, sponsors, organizers, and assigns.

Each participant, or parent or legal guardian for minor participants, must complete and sign below after reading this entire document.

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE // WE, the following listed individual(s), have read and understand the CANOPY TOUR AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT Pages 1 and 2 and acknowledge that I / WE sign this document voluntarily while of sound mind and not under the influence of drugs or alcohol. By signing this document I / WE am giving up legal rights and voluntarily agree to participate in TPCP activities provided by GUNFLINT under the terms and restrictions as provided above. I / WE attest that facts below are true.

1 st PARTICIPANT NAME (Please Print)	AGE / DATE OF BIRTH	WEIGHT	ADMINISTRATIVE USE ONLY
	Date of Birth: _____	Weight: _____	Verified by _____
Does participant have any physical or mental condition(s) that may affect his / her safety and ability to participate in the Canopy Tour? YES NO (circle one)			
If you circled "YES", how can we help this participant with his / her special needs? _____			
MEDICAL INSURANCE // WE AGREE THAT: Should medical treatment be required, GUNFLINT may provide first aid and may contact and request medical services on my behalf and I and / or my medical insurance shall pay for ALL such incurred expenses.			
My medical insurance provider is _____ My policy number is _____ <input type="checkbox"/> I do not carry medical insurance.			
My Address _____		Email _____	
Emergency Contact Name _____		Relationship _____	Phone Number _____
Participant's Signature (if 12 or over) _____	Parent or Guardian's Printed Name (if Participant is under 18) _____	Parent or Guardian's Signature (if Participant is under 18) _____	Date _____
2 nd PARTICIPANT NAME (Please Print)	AGE / DATE OF BIRTH	WEIGHT	ADMINISTRATIVE USE ONLY
	Date of Birth: _____	Weight: _____	Verified by _____
Does participant have any physical or mental condition(s) that may affect his / her safety and ability to participate in the Canopy Tour? YES NO (circle one)			
If you circled "YES", how can we help this participant with his / her special needs? _____			
MEDICAL INSURANCE // WE AGREE THAT: Should medical treatment be required, GUNFLINT may provide first aid and may contact and request medical services on my behalf and I and / or my medical insurance shall pay for ALL such incurred expenses.			
My medical insurance provider is _____ My policy number is _____ <input type="checkbox"/> I do not carry medical insurance.			
My Address _____		Email _____	
Emergency Contact Name _____		Relationship _____	Emergency Contact Name _____
Participant's Signature (if 12 or over) _____	Parent or Guardian's Printed Name (if Participant is under 18) _____	Parent or Guardian's Signature (if Participant is under 18) _____	Date _____