

“Warning! Under Missouri law, an outfitter is not liable for an injury to or the death of a participant in paddlesport activities resulting from the inherent risks of paddlesport activities pursuant to the Revised Statutes of Missouri.” Chapter 537 RSMO revised to 537.327

Waiver and Release Agreement

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Sunburst Ranch (North Fork River L.L.C), I agree to the following Waiver and Release:

I acknowledge that camping and water activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The services of provider may include camping in a wilderness environment, renting cabins, renting equipment and providing trips by raft, tube, canoe, related activities and/or travel to and from the activities.
2. The hazards and risks together referred to as “risks” of the use of the watercraft include the following: Entering, exiting and operating the watercraft: Dangerous water conditions; entrapment; temperature extremes; injury from slips and falls; and drowning. Further, activities may take place in remote places, significantly delaying emergency medical care.
3. Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be: dangerous and may include risks which are inherent and cannot be responsibly avoided without changing the nature of the activity.
4. Provider has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications of the suitability of Participant for the activities. Participant and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant’s suitability for participating in the activities.
5. Consumption of even small quantities of alcohol *will* and other substances may, *impair judgment* and reduce a participant’s ability to effectively manage the risks of water travel, camping and land activities.
6. Participants should always wear a fastened personal floatation device; participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment.

I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS SUNBURST RANCH (North Fork River L.L.C), their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney’s fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or

indirectly out any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment whether such damage loss, injury, paralysis, or death results from negligence or Sunburst Ranch (North Fork River L.L.C) or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue Sunburst Ranch (North Fork River L.L.C) as a result of any injury, paralysis, or death suffered in connection and my use and participation in the activities of Sunburst Ranch (North Fork River L.L.C).

I HAVE CAREFULLY READ **BOTH PAGES**, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

If under eighteen years (18) of age, parent, guardian, or custodian must sign page 3 indemnification.

If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Date: **Signature:** **Print Name:** **Zip Code:**

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INDEMNIFICATION

In consideration for the below minor being permitted by Sunburst Ranch (North Fork River L.L.C) to participate in camping, lodging, and water activities which include, without limitation the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the forgoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Sunburst Ranch (North Fork River L.L.C.), their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor’s participation in the activities of Sunburst Ranch (North Fork River L.L.C.) and his or her use of the property, animals, if any and facilities of Sunburst Ranch (North Fork River L.L.C).

I, for myself and on behalf of said minor, further agree not to sue Sunburst Ranch (North Fork River L.L.C) as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Sunburst Ranch (North Fork River L.L.C)

Date: _____

Signature of Parent, Guardian or Custodian of Minor

Print name of minor

If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.