

**Boiling Spring Campground, LLC
WAIVER AND RELEASE AGREEMENT**

“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”

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 Boiling Spring Campground, LLC, I agree to the following Waiver and Release: I acknowledge that 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 renting equipment and providing trips by bus, van, raft, tube, canoe, jon boat or kayak, related activities, and/or travel to and from the activities, or temperature extremes.

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; 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. By participating in, or attending, any activity or service provided by Boiling Spring Campground, LLC whether on or off the premises, I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

5. Provider has made no effort to determine and accepts no responsibility for, medical, physical or other qualifications for the suitability of Participant for the activities provided by Boiling Spring Campground, LLC. Participant and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant's suitability for participating in the activities.

6. 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. 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 BOILING SPRING CAMPGROUND, LLC, 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 of Boiling Spring Campground, LLC or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue Boiling Spring Campground, LLC as a result of any injury, paralysis, or death suffered in connection and my use and participation in the activities of Boiling Spring Campground, LLC. 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.

I HAVE READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION; AND THAT I RELEASE,

HOLD HARMLESS AND INDEMNIFY Boiling Spring Campground, LLC FROM ANY LIABILITY OR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH TO MYSELF OR ANY MINOR CHILDREN FOR WHICH I AM RESPONSIBLE.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT:

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