

## **WAIVER AND RELEASE OF LIABILITY AGREEMENT**

WARNING: UNDER MISSOURI LAW, AN OUTFITTER IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN PADDLESPOUT ACTIVITIES RESULTING FROM THE INHERENT RISKS OF PADDLESPOUT ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI 537.327 R.S.M.O.

**In consideration of being allowed to participate in any way in the activities and programs of Boiling Spring Campground, LLC. DbA BSC Outdoors, (herein after referred to as (BSC), including camping, canoeing, rafting, boating, floating swimming, camping, lodging, food services, and other related activities, I, the undersigned, acknowledge and agree as follows:**

1. I understand that the above activities and other related activities carry substantial risks and dangers and that I can receive personal injuries, fatal injuries and property damage.

2. I understand that the dangers may include but are not limited to, the following; • Walking on unlevelled and natural surfaces, Hazards of traveling on a canoe, raft, kayak or other devices used for floating, in normal, rough or flooded river conditions and in variable weather conditions; • Hazards of jumping, diving or being thrown into unfamiliar water with submerged hazards, undercut rocks and logs, rocks and manmade hazards; • Hazards of being pinned against trees, rocks, roots or other objects; • Contact with paddles, helmets, other guests, food boxes, coolers, or other containers or objects • Hazards of walking, riding or biking in rough terrains. • Strains or sprains; fractures or punctures; partial and or total paralysis; death; drowning • Accidents; loss or damage to personal property; slips and falls; • Snake and insect bites, bee stings, allergic reactions to plants such as poison ivy; • Illnesses/viruses, sickness, airborne pathogens, water borne illnesses, pandemics, or any other illness not specifically mentioned •Injuries in remote places without nearby medical attention or facilities; • Failure or lack of communication equipment; • Entrapment in caves; falls or jumps from manmade and natural cliffs or bluffs; • Hazards of entering and leaving the canoe, boat, raft or other floatation device • Hazards of loading or unloading people or materials from vehicles or boats • Hazards of the forces of nature, including wind and lightning; • Falling limbs or trees; • Problems or hazards related to travel by automobile, bus, ATV or any other conveyance • Eye injuries including blindness • Heat Stroke and • Problems or hazards related to consumption of alcoholic beverages or controlled substances by me or others.

3. I fully understand and acknowledge that all of the risks and dangers involved in my activities while at Boiling Spring Campground, LLC or associated to Boiling Spring Campground, LLC, including the above risks and dangers, may be caused by the negligence of Boiling Spring Campground, LLC, its employees, officers and agents, or it may be caused by the negligence of other participants, accidents, breaches of contract, the forces of nature or other causes and that these risks and dangers may arise from foreseeable or unforeseeable causes. Boiling Spring Campground, LLC accepts no responsibility for determining medical, physical or other suitability of the participant for these activities. I freely indemnify Boiling Spring Campground, LLC and its affiliates and associates, from any claims related to the above listed items.

4. By my participation in any activities and/or use of equipment, I knowingly and freely assume all risks known and unknown, even if arising from the negligence of Boiling Spring Campground, LLC or others and assume full responsibility for my participation in any activities provided by Boiling Spring Campground, LLC and its affiliations.

5. I willingly agree to comply with the terms and conditions for participation in any activity or service provided by Boiling Spring Campground, LLC. If I observe any unsafe activity during my presence or participation, I will remove myself from participation and immediately bring same to the attention of the nearest agent or employee of Boiling Spring Campground, LLC.

6. 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 my 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 to privacy, compensation, copyright or other ownership right connected to same.

7. Consumption of even small quantities of alcohol will and other substances may, impair judgement and reduce a participant's ability to effectively manage the risks of water travel, camping, lodging and land activities.

8. 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 law suits, expenses (including reasonable attorney 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 or any kind or nature whether foreseen or unforeseen, arising directly or indirectly out of 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 from my heirs, successors, my executors, subrogates and myself further agree not to sue Boiling Spring Campground, LLC or its affiliates 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 carefully read, clearly understand and voluntarily sign this liability waiver and release of liability agreement.**

Agreement Date: \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Tel or Cell# \_\_\_\_\_

Emergency Contact phone# \_\_\_\_\_

If participant is less than 18 years of age, a parent, legal guardian or custodian must Sign the Waiver and Release of Liability Agreement on behalf of the Minor: THE UNDERSIGNED PARENT, LEGAL GUARDIAN, OR CUSTODIAN OF THE BELOW MINOR(S) ON BEHALF OF SAID MINOR, HEREBY JOINS IN AND AGREES TO THE FORGOING WAIVER AND RELEASE OF LIABILITY

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_

Minor Names:

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

Parent, legal guardian or custodian:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_