

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

“Warning: Under Missouri law, a private campground owner or an employee or officer of a private campground owner is not liable for an injury to or the death of a person or any property damage resulting from the inherent risks of camping under the Revised Statutes of Missouri 537.328, RSMo.”

“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 537.327, RSMo.”

In consideration of being allowed to participate in any way in the activities and programs of Boiling Spring Campground, LLC, d.b.a. BSC Outdoors and hereinafter referred to as “BSC”, including camping, canoeing, rafting, boating, floating swimming, lodging, food services, and other related outdoor activities, I, the undersigned, acknowledge and agree as follows:

- "Inherent risks of camping", includes those dangers, hazards, or conditions that are an integral part of camping including, but not limited to, the following:
  - All aspects of visiting, staying at, using, and leaving a private campground, including lodging of all types;
  - Features of the natural world, such as trees, tree stumps, naturally occurring infectious agents, roots, brush, rocks, mud, sand, standing and moving water, and soil;
  - Uneven and unpredictable terrain;
  - Natural bodies of water and accessories permitting the use of natural bodies of water, including piers, docks, swimming and aquatic sports, or recreation facilities or areas;
  - A lack of lighting, including lighting at campsites;
  - Campfires contained in or outside a fire pit or an enclosure provided by the private campground, bonfires, grass or brush fires, wildfires, and forest fires;
  - Weather and weather-related events;
  - Insects, birds, and other wildlife;
  - Animals of other campers or visitors that cause injury, unless the private campground owner, or an employee or officer of the private campground owner has accepted responsibility for care of the animal;
  - A violation of safety rules or a disregard for signs or other methods of communicating warnings;
  - Another camper or visitor at the private campground acting in a negligent manner, if the private campground owner, or an employee or officer of the private campground owner is not involved;
  - Actions by a camper or visitor that exceed his or her physical limitations or abilities;
  - Actions by a camper or visitor involving climbing, rappelling, caving, mountaineering, or any other related activity;
  - Damage caused by fire works from a camper, visitor, or offsite entity not authorized by the private campground owner or employee or officer of a private campground owner; and
  - Any person coming onto the campsite not reported to the private campground owner, or an employee or officer of the private campground owner.

1. I understand that the inherent risks listed above and related activities below carry substantial risks and dangers and that I can receive personal injuries, fatal injuries and property damage as a result of these risks.

2. I understand that the risks and dangers may include, but are not limited to the following:

- Walking on unlevelled and natural surfaces; hazards of traveling in canoes, rafts, kayaks, river tubes, Jon boats or other devices used for or to facilitate floating activities, 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; and 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 herein;
- Injuries in remote places without nearby medical attention or facilities;
- Failure of communication equipment or lack of the said equipment;
- Entrapment in caves falls or jumps from manmade and natural cliffs or bluffs;
- Hazards of entering, exiting canoes, Jon boats, rafts, kayaks, river tubes or other floatation devices;
- 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, delays or hazards related to travel by automobile, shuttle bus, van, RTV 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 BSC or associated to BSC, including the above-mentioned risks and dangers, which may be caused by the actions of BSC, 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. BSC accepts no responsibility for determining medical, physical or other suitability of the participant for these activities. I freely indemnify BSC and its employees, affiliates and associates from any claims related to the above-referenced 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 BSC or others and assume full responsibility for my participation in any activities provided by BSC, its employees, officers, agents and affiliations.

5. I willingly agree to comply with posted camp rules and the terms and conditions for participation in any activity or service provided by BSC. 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 BSC.

6. By participating in or attending, any activity or service provided by BSC, 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 use of the above.

7. I agree consumption of even small quantities of alcohol and drugs may/will impair judgment and reduce my ability to effectively manage the risks of water travel, camping, lodging and land activities.

8. I agree as a participant in water sport activities on or near the water I should always wear a fastened personal floatation device (Life Vest). I further agree I 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 assigns, 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, liability law 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 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 me engaging in these activities or the use of these services, or equipment whether such damage loss, injury , paralysis, or death results from negligence from whatever source to include my heirs, successors, executors, and assigns. I further agree not to file a lawsuit against Boiling Spring Campground, LLC (d.b.a. BSC Outdoors) or its employees, directors, officers, agents and affiliates as a result of any injury, paralysis or death suffered in connection to and my use and participation in the activities of Boiling Spring Campground, LLC. Further, I acknowledge that I have read and understood all waiver of liability applicable under Missouri Law which is notated in this document. Venue, for purposes of this Agreement and any other Agreement executed in part with this Agreement shall be in Pulaski County, Missouri. 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# \_\_\_\_\_

**Minor Waiver and Release of Liability Agreement**

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**

Parent, legal guardian or custodian:

Print Name \_\_\_\_\_ Date: \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Age \_\_\_\_\_