

Waiver of Liability

___ Watercraft ___
___ Housing ___
___ Camping ___

This is to certify that I have this day rented and received from you for my personal use, the following described property belonging to you:

“AREA'S FINEST”

River Ranch Resort

CAMP AND CANOE

101 River Road
Noel, MO 64854

1-800-951-6121
Fax: 417-475-6122

It is understood that the undersigned will be liable for all loss or damage due to theft, fire or any other cause whatsoever, while said equipment is in Participant's possession. Participant shall pay a penalty of \$15.00 for each broken or lost paddle and a \$15.00 penalty for each lost or damaged life jacket and backrest.

IN THE EVENT THAT YOU CALL FOR EARLY PICK UP ON THE RIVER, THERE WILL BE A \$5.00 CHARGE PER CRAFT.

Participant shall be solely liable for all fines, penalties and forfeitures imposed for violations of the law while this equipment is being held, used and operated pursuant to this rental agreement and to pay all judgments, liens or other encumbrances that may be levied against you or the said equipment on account of the use thereof.

A LEGAL DOCUMENT

IMPORTANT. READ CAREFULLY. This document affects your legal rights. It must be signed by you, the "Participant", whether you are an adult or on behalf of a minor, if you are renting or otherwise using equipment or participating in activities offered by River Ranch Campground, Inc. It must be signed by a parent or guardian of each minor Participant (under 18 years of age.) The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to "I" or "we" include all who sign below and on the reverse of this document unless otherwise indicated.

Guests must understand that a river trip is not risk free. The elements that contribute to the unique character and fun of a river trip, such as shooting the rapids, living outdoors and/or weather can cause loss or damage to equipment, injury, illness, or in extreme causes, PERMANENT TRAUMA OR DEATH.

ACKNOWLEDGEMENT OF RISK

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.

Boats may turn over causing prolonged exposure to cold water leading to hypothermia, injury or death. Drowning is always a possibility around water. Accidents can occur getting in and out of the boats. Cuts, scrapes and bruises are the most common things that occur. Shoes are suggested as your feet can be cut on rocks or broken glass. Poisonous or dangerous plants, insects or animals can be found with harmful effects. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This is not an exclusive list of possible injuries or accidents that may occur while camping or canoeing. River Ranch Campground, Inc. does not recommend children under the age of seven years old to go canoeing, however we leave the final decision to the parents or guardians. If parents ignore our advice, life jackets must be worn at all times. Parents assume all risk of injury or death for their children.

I agree to pay for any and all damages sustained to property while occupying River Ranch Campground, Inc. housing or renting any River Ranch equipment, including but not limited to camp sites, cabins, canoes, rafts, kayaks, tubes, backrests, cushions, lifejackets and paddles. River Ranch Campground, Inc. may apply a damage charge to my credit card without prior approval. This method of payment does not waive any other remedies River Ranch Campground, Inc. may have for collection of loss.

Participant, and the parent or guardian of a minor Participant, acknowledges and understands 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 reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling and drowning, are all possible.

River Ranch Campground, Inc. has made no effort to determine and accepts no responsibility for medical, physical or other qualifications or the suitability of Participant for the activities. Participant, and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. River Ranch Campground, Inc. is not responsible for the water conditions, routes, camp sites, or other activities of renters of its equipment. Certain activities may be conducted by independent contractors hired by River Ranch Campground, Inc. These contractors are not trained or supervised by River Ranch Campground, Inc. and River Ranch Campground, Inc. has no control over them and accepts no responsibility for their conduct. Alcohol and other substances will impair judgment and reduce a Participant's ability to effectively manage the risks of water travel, camping and land activities. Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them. Participants should always wear a fastened life jacket (personal floatation device). Participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to the aforementioned and other safety precautions may result in serious injury or death.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I, the Participant (and if applicable the parent or guardian of a minor Participant), understand the nature of the services of River Ranch Campground, Inc. and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

AGREEMENTS OF RELEASE AND INDEMNIFICATION

I release River Ranch Campground, Inc., its employees, contractors, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of River Ranch Campground, Inc. or the use of its equipment and/or facilities. Neither I, the minor child, nor anyone acting on our behalf, may bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of River Ranch Campground, Inc., a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of River Ranch Campground, Inc. or the use of its equipment and/or facilities.

*****The agreements of release and indemnification above include claims arising in whole or in part from negligent acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. This agreement is intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.**

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below and on the reverse side of this document, our respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. 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.

PERMISSION TO USE PHOTOGRAPHY

I grant to River Ranch Campground, Inc., its representatives and employees the right to take photographs of me, my property, and any minor child Participant on whose behalf I am signing. I authorize River Ranch Campground, Inc., its assigns and transferees to copyright, use and publish the same in print or electronically. I agree that River Ranch Campground, Inc. may use such photographs of me or any minor child on whose behalf I am signing for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web/Internet content.

Participant (signature) _____ Date: ____ / ____ / ____ Driver's License _____

(Signatures of party members are required on the back of waiver.)

Everyone must sign for themselves, thanks.

By signing this waiver you have read and specifically agreed to the terms on the reverse side of this document.

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Parent/Guardian Signatures

- 41. _____
Parent/Guardian date

Name of Minor date of birth
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Parent/Guardian date

Name of Minor date of birth
- 43. _____
Parent/Guardian date

Name of Minor date of birth
- 44. _____
Parent/Guardian date

Name of Minor date of birth

SATURDAY: TURN IN SIGNED AT FLOATING SHED PRIOR TO DEPARTURE TIME

SUNDAY-FRIDAY: TURN IN SIGNED TO OFFICE FOR BOARDING PASS