

“**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 Gasconade Hills Resort, 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 raft, tube, canoe, 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 emergence 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 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 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.
- 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 GASCONADE HILLS RESORT, 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 Gasconade Hills Resort or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue Gasconade Hills Resort as a result of any injury, paralysis, or death suffered in connection and my use and participation in the activities of Gasconade Hills Resort.

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

Date _____

SIGNATURE

PRINT NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE NUMBER ()

If under eighteen years (18) of age, parent, guardian, or custodian must sign page 2 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 effort.

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INDEMNIFICATION

In consideration for the above minor being permitted by Gasconade Hills Resort to participate in 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 Gasconade Hills Resort, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's 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 Gasconade Hills Resort and his or her use of the property, animals, if any, and facilities of Gasconade Hills Resort. I, for myself and on behalf of said minor, further agree not to sue Gasconade Hills Resort as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Gasconade Hills Resort.

Date _____

SIGNATURE OF PARENT, GUARDIAN OR CUSTODIAN OF MINOR

PRINT NAME OF MINOR

Date _____

WITNESS

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 effort.