



RELEASE OF LIABILITY

IMPORTANT, READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, AND RELEASES ELK RIVER FLOATS WAYSIDE CAMPGROUND FROM LEGAL LIABILITY FOR ITS OWN NEGLIGENCE AND THE NEGLIGENCE OF OTHERS.

QTY	DESCRIPTION	AMOUNT
	RAFTS at \$ 2500 - \$ 3500 ea.	
	TANDEM KAYAKS at \$ 1000 ea.	
	CANOES at \$ 800 ea.	
	KAYAKS at \$ 750 ea.	
	KAYAKS PADDLE at \$ 75 ea.	
	PADDLES at \$ 50 ea.	
	PFD at \$ 50 ea.	
	TUBES at \$ 100 ea.	
	COOLER TUBES at \$ 100 ea.	
	SHUTTLE	
	EXTRA PERSON	
	TOTAL COST:	

Listed above are the replacement cost of lost & broken equipment. It is understood that the undersigned will be liable for all loss or damage, due to any cause whatsoever while said equipment is in the customer's rented possession.

"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." We do not endorse or condone the use of alcohol on the river.

This document must be signed by you (hereinafter "Participant"), or your parent or legal guardian if you are a minor Participant under the age of 18, if you are camping, renting or otherwise using equipment or participating in activities offered by Elk River Floats Wayside Campground, LLC/Eagles Nest/Ginger Blue Resort/Kozy Kamp/Elk River Campground/Wayside and its employees, agents, officers, directors, and owners (hereinafter collectively "Wayside"). Participant, or the parent or legal guardian of the minor Participant, agrees to the following:

ACKNOWLEDGMENT, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY

A. Activities, Hazards and Risks

- The services of Wayside may include the use of campground facilities, rental equipment such as rafts, tubes, canoes, kayaks, rafts, tubes, pedal boats, and the like, river outfitting trips by raft, tube, canoe, or kayak, related activities, and travel provided by Wayside to and from the above-mentioned activities.
- The hazards and risks involved in the activities mentioned in paragraph 1 above include, but are not limited to, the following: sudden changes in weather conditions; insects and wild animals; fire; less than sanitary conditions; entering, exiting and operating watercraft such as those listed in paragraph 1 above; dangerous water conditions; entrapment or entanglement by or in natural or artificial conditions such as root-wads, log-jams, fencing, bridges or abutments, and waterfalls; water which may be fast, deep, cold, and subject to rapid change; objects and hazards in the water; and overturned watercraft; injury from slips and falls; and death or drowning. Risks of other activities include those associated with camping, hiking and moving on and over terrain. There may also be the risk of injury by third parties over which Wayside has no control. Travel to and from activities involves travel on vehicles that may not have safety devices such as seat belts or air bags, and includes the risk of automobile accident whether caused by Wayside or others. Swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. While a swimming area is provided, no lifeguard is on duty, and all swimming is at the swimmer's risk. Further, activities may take place in remote places, significantly delaying emergency medical care. Participants should always wear a fastened personal flotation device. Participants should also wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Additionally, a low-head dam exists just downstream from Wayside facilities, and such dam constitutes a dangerous condition that should be avoided.
- Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks in paragraph 2 above is not complete and that all activities offered by Wayside, whether or not described, may be dangerous and may include inherent risks that cannot be reasonably avoided without changing the nature of the activity. Participant impliedly assumes the risk of such dangers and risks.
- 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. Provider is not responsible for the water conditions, routes, campsites, or other activities of renters of it's equipment. Certain activities may be conducted by independent contractors hired by Provider; Provider does not train supervise of control these contractors and accepts no responsibility for their conduct.
- 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. Wayside accepts no responsibility for the consumption of alcohol by adult guests. The consumption of alcohol by minors in any Wayside activity is expressly prohibited.

B. Acknowledgment and Assumption of Risks

- I the Participant, and/or the parent or guardian of a minor Participant, understand the nature of the services of Wayside and the other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities engaged in 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 the minor for whom I sign, may suffer, arising in whole or part out of such activities, whether or not caused by the negligence of Wayside.
- If I sign on behalf of any minor, I agree to provide or otherwise ensure adequate supervision of that minor, whether myself or by assignment to another adult, at all times while engaged any activity provided by Wayside, or while on Wayside property. I understand and agree that Wayside shall not be responsible for any such supervision.

C. Agreements of Release and Indemnification, and Additional Provisions

- I, for myself as Participant, or on behalf of the minor Participant, for whom I am signing, agree as follows:
 - I release Wayside ("Released Parties") from any and all claims of injury, damage or loss arising from the negligence or fault of Wayside or others (excluding intentional torts or acts of gross negligence) which I, or the minor for whom I sign, may suffer, arising out of or in any way related to my, or the minor's enrollment in or participation in the activities of Wayside described above or the use of its equipment. Neither I, the minor child(ren), nor anyone acting on my/our behalf, will bring suit or otherwise assert any such claims against Wayside.
 - I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) Wayside from any claim of liability asserting a loss arising out of, or in any way related to my, or the minor's enrollment in or participation in the activities of Wayside or the use of its equipment, including one brought by, or for the minor for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor's family, or anyone else.
 - I authorize Provider to provide or obtain for me, or the minor for whom I sign, such medical care as it considers necessary and appropriate and I agree to pay all cost associated with such care and related transportation.

This agreement is entered into voluntarily, and after careful consideration. It's terms cannot be amended except in writing. 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. This agreement is governed by the laws of the State of Missouri.

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."

Name _____ Age _____

Address _____

City _____ State _____ Zip _____

Driver's License _____ Phone _____

Signature of Participant

Date

Signature of Parent or Guardian

Relationship to Minor Participant

All Participants must sign for themselves.

