SAGE MOUNTAIN GENERAL RELEASE OF LIABILITY, PARTICIPATION, AND CODE OF CONDUCT

1. By signing this Waiver, the Parent/Guardian agrees to bear all responsibility for any and all actions related to themselves, their child(ren)/ward(s) under this Agreement.
2. By signing this waiver, the Parent/Guardian fully acknowledges and agrees to giving up their rights and the rights of their child(ren)/ward(s) under their supervision/assignment, to forever sue, indemnify, or hold liable Sage Mountain Camping, LLC including any of its owners, affiliates, agents, employees, and equipment suppliers for any injury including, but not limited to, negligence, paralysis or death, and/or for any personal property that is damaged, lost, or stolen while on or about the Sage Mountain Camping, LLC premises including, but not limited to, a vehicle or its content or any property in their tent or other such temporary dwelling, or otherwise.
3. By signing this waiver, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s) grants permission to photograph and/or record to use for any and all purposes for Sage Mountain Camping, LLC, including but not limited to advertising and promotional purposes, without restriction; and waive any right to inspect or approve the use of the photograph and/or recording; and acknowledge and agree that the rights granted by this waiver are without compensation of any kind; and if anyone does not wish to be photographed or recorded must submit in writing to Sage Mountain Camping, LLC such notice.
4. By signing this Waiver, the Parent/Guardian agrees to assume all of the risks of participating in any and all activities at Sage Mountain Camping, LLC including, but not limited to cave exploring, rock climbing, hiking, picnicking, and camping.
5. In consideration of being allowed to participate in any and all of the services and activities at Sage Mountain Camping, LLC, including, but not limited to, cave exploring, rock climbing, hiking, picnicking, and camping, by signing this waiver, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s) hereby represents that immediately upon entering and/or participating acknowledge and agree that:

* You are willing to practice social distancing;
* You are healthy enough to participate, and do not have symptoms of COVID 19 or other such communicable diseases, including, but not limited to feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well in general;
* You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19;
* Participation includes possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
* Participant for myself, and/or on behalf of my minor child(ren)/ward(s) knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation;
* Participant agree to comply with the stated and customary terms and conditions for participation in this waiver with respect to protection against infectious diseases and if participant observe any unusual or significant hazard during their presence or participation, will remove themselves from participation and bring such to the attention of the Sage Mountain Camping, LLC immediately;
* Participant consents to receive medical treatment should it be deemed advisable in the event of injury, accident, and/or illness during their stay;
* Participant agrees that during activities will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair their ability to safely participate in activities;
* Participant agrees that should they violate any part of this waiver that they shall freely cover any and all costs including but not limited to, attorney’s fees and court costs;
* Participant MUST be 18 years old or older to sign their own waiver and everyone in your group/household above 18 will be expected each sign a waiver to enter Sage Mountain Camping, LLC property;
* And that as parent/guardian have read and explained this waiver to their spouse/partner, and/or child(ren)/ward(s) including the risks of presence and participation and their own personal responsibilities for adhering to the rules and regulations.

1. By signing this waiver, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s), whether they are participating in rock climbing or hiking, or simply camping, agrees to fully abide by the below listed CODE OF CONDUCT rules at all times:

* All participants/campers are here to have fun and should feel safe and included at all times.
* Participants/campers must conduct themselves in a manner that is conductive to the enjoyment and safety of others at the campground/recreation areas; this means being mindful of excessively vulgar, sexual, or overly mature language when in the presence of others that may or may not be part of your group.
* Discourage others from using social media to bully, shame, or intimidate other participants/campers.
* No tolerance is given for theft or aggressive behavior.
* Theft and aggressive behavior are grounds for immediate removal from Sage Mountain Camping, LLC property.
* Aggressive behavior includes threats of or actual physical aggression, using racial, gender, or cultural slurs against another participant, and otherwise harassing other participants/campers.
* Sage Mountain Camping, LLC has the right to remove a disruptive or aggressive participant/camper from the campground/recreation areas.
* If anyone, regardless of who or why they are there, feels that they have been harassed, bullied, or made to feel unsafe or uncomfortable in any fashion, should notify Sage Mountain Camping, LLC immediately.
* In the case of live action role playing games while on Sage Mountain Camping, LLC property, all participants/campers are expected to “play nice” and not rough-house to limit any potential danger. In the event of injury, Sage Mountain Camping, LLC is not liable (see above clause #2).

1. By signing this waiver, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s), agree to be familiar with and to fully abide by the all rules laid out by this waiver and/or the Sage Mountain Camping, LLC website and/or booking/reserving software/website.
2. By signing this waiver, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s), agrees to:

* use only the designated parking areas for all vehicles;
* keep all food and beverages other than water locked in their vehicles at night so as to not attract wildlife into the campsites;
* use the portable toilets on premises – not the woods;
* If available, only use the designated fire-pit ring for all fires and completely **DEAD-OUT** all fires each time after use;
* use dead fall **ONLY** for firewood, **NO** live wood may be cut or harvested from the forest and used for burning;
* leave **NO TRACE** when packing out;
* **DO NOT** feed any wildlife, even the squirrels or birds.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_, the Parent/Guardian on behalf of themselves, and/or on behalf of their child(ren)/ward(s), certify that I have read and fully understand this general release of liability, participation, and code of conduct and agree to abide by it and I sign this waiver freely and voluntarily, without any inducement.

This Waiver shall be subject to and governed by the laws of the State of Missouri.

**Severability.**Shall any portion of this Waiver Agreement be unenforceable, in whole or in part, that section shall be severed while the remainder continues to be valid.

Anyone over 18 years of age will be required to sign their own waiver to enter Sage Mountain Camping, LLC property.

# Participant’s Signature

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Participant’s Name Date