

**WAIVER AND RELEASE OF LIABILITY-READ CAREFULLY-MUST BE SIGNED PRIOR TO TRIP**

“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

In consideration of Black River Camping and Outfitters furnishing services and/or equipment to enable me to participate in canoeing, kayaking, rafting, tubing camping and any other activities offered by Black River Camping and Outfitters, I agree as follows:

I fully understand and acknowledge that outdoor activities have:(a) inherent risks, dangers and hazards and such exists in my use of Black River Camping and Outfitters equipment and my participation in activities;(b)my participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;(c)these risks and dangers may be caused by the negligence of the owners, employees, officer or agents of Black River Camping and Outfitters, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. RISKS AND DANGERS MAY ARISE FROM FORESEEABLE OR UNFORESEEABLE CAUSES INCLUDING BUT NOT LIMITED TO: TRIP DESCRIPTION THAT MAY MISJUDGE TERRAIN, WEATHER, TRAIL OR RIVER ROUTE LOCATIONS AND WATER LEVELS, RISKS OF FALLING OUT OF OR DROWNING WHILE IN A RAFT, CANOE, KAYAK OR TUBE AND SUCH OTHER RISKS. HAZARDS AND DANGERS THAT ARE INTEGRAL TO RECREATIONAL AND CAMPING ACTIVITIES AND/OR USE OF EQUIPMENT, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT OF THE OWNERS, AGENTS, OFFICERS OR EMPLOYEES OF BLACK RIVER CAMPING AND OUTFITTERS OR BY ANY OTHER PERSON.

I on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Black River Camping and Outfitters and it's owners, agents, officers and employees from any and all claims, action or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Black River Camping and Outfitters activities including floating on or swimming in the Black River. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents officers or employees of Black River Camping and Outfitters. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Black River Camping and Outfitters or it's agents is a party shall be in the County Courts of Reynolds County, MO. I HAVE READ THE ABOVE WAIVER AND RELEASE; BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BLACK RIVER CAMPING AND OUTFITTERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN BLACK RIVER CAMPING AND OUTFITTERS ACTIVITIES AND ASSUME ALL RISKS ASSOCIATED THEREWITH.

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SIGNATURE

DATE

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NAME(PRINTED)

