

# CAPLINGER Woods

## RV & Campground

Finch & Friends, LLC.  
DBA Caplinger Woods RV &  
Campground  
6647 S. 1451 Rd.  
Stockton, MO 65785  
(417) 276-3838  
[www.caplingerwoods.us](http://www.caplingerwoods.us)

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF  
LEGAL RIGHTS**

**YOU, OR ANY UNDERSIGNED MINOR YOU ARE SIGNING THIS WAIVER FOR, MUST WATCH THE  
SAFETY VIDEO LINK BELOW PRIOR TO YOUR TRIP. THIS IS NECESSARY FOR ALL, BUT  
ESPECIALLY FOR THOSE WITH NO OR LIMITED PADDLING ABILITY:**

**CANOEING/KAYAKING SAFETY VIDEO**

**I have watched/ viewed the Safety Video linked HERE prior to my trip**

**Initial Here:** \_\_\_\_\_

**WARNING: This activity includes SIGNIFICANT DANGERS AND RISKS, including the danger for  
PERSONAL INJURY AND DEATH**

The activity in which you are about to engage, including outdoor adventure, sports, water sports, use of any type of watercraft, use of related equipment, and activities incidental thereto (referred to the herein as the "Activity"), has significant inherent dangers that may result in loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma or death. We have taken reasonable steps to provide you with the appropriate equipment and/or skilled staff so that you can enjoy the Activity. However, the risks and dangers of the Activity are still present. For your safety and that of other participants, prior to using any equipment, it is important that you understand those risks, applicable boating laws and rules, and that you have a strong swimming ability.

**Acknowledgement of Risks:** The undersigned hereby acknowledges that the following describes some, but not all, or the risks and dangers involved in the Activity:

- 1) extreme physical demands and exertion;
- 2) exhaustion;
- 3) lack of readily available communication, instruction, and medical attention;
- 4) changing water flow, tides, currents, wave actions, and ships' wakes;
- 5) collision with watercraft, equipment, persons, and manmade or natural objects;
- 6) changing weather conditions, including wind shear, inclement weather, lightning, and temperature;
- 7) my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
- 8) collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- 9) negligence of guides, other participants, or other persons;
- 10) hidden underwater obstacles and above water obstacles;
- 11) getting in or out of the watercraft;
- 12) slippery terrain and falling;
- 13) changing and unpredictable currents;
- 14) travel, including travel to or from the activity;
- 15) wildlife;
- 16) equipment failure;
- 17) heat or sun-related injuries or illness including sunburn, sunstroke, or dehydration;
- 18) fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident;
- 19) viruses, sickness, airborne pathogens, water born illnesses, pandemics, or any illness not specifically mentioned;
- 20) heavy lifting; and
- 21) serious bodily injury or death.

By initialing here and signing below, I acknowledge that I am aware of these risks and that other risks may be present that include the RISK FOR SERIOUS BODILY INJURY OR DEATH. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

**Initial Here:** \_\_\_\_\_

### **Release, Assumption of Risk, Indemnity, and Medical and Publicity Authorization**

In consideration of being permitted to participate in the Activity, the Undersigned agrees as follows:

**Release.** The Undersigned hereby irrevocably and unconditionally releases, forever discharges, and agrees not to sue or bring any other legal action against Finch & Friends, LLC. DBA Caplinger Woods RV & Campground and its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders (hereinafter referred to as the "Released Parties") with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the undersigned, or any of them, have or which could be asserted on behalf of the undersigned in connection with the participation in the Activity, including, but not limited to, claims of negligence, gross negligence, negligence *per se*, negligent misrepresentation, premises liability, tort claims, breach of warranty, statutory violations and breach of contract. **I expressly recognize that this release includes a release of any claims against the Released Parties for the Released Parties' own negligence or gross negligence, including claims related to my own PERSONAL INJURY OR DEATH caused by the Released Parties' own conduct.**

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**Assumption of Risk.** The undersigned agrees and understands that there are dangers and risks associated with participation in the Activity and that SERIOUS BODILY INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. The undersigned acknowledges that participation in the Activity is voluntary. The undersigned also acknowledges that the undersigned is physically and mentally capable of participating in the Activity; that the undersigned is **not under the influence of alcohol or drugs at this time and will refrain from the use of alcohol or drugs during the Activity**; that the undersigned is sufficiently qualified, trained and capable to participate in the Activity; and that the undersigned will **wear a US Coast Guard approved personal flotation device (life jacket) while participating in the activity where required by state or local law or the direction of any guide.** By signing this document, the undersigned recognizes that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. I expressly acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this activity will take place. I acknowledge that, while Finch & Friends, LLC. DBA Caplinger Woods RV & Campground has taken reasonable measures to mitigate the potential for transmittal of, and exposure to such viruses or communicable diseases between individuals and Finch & Friends, LLC. DBA Caplinger Woods RV & Campground staff participating in the Activity, that exposure to such viruses or disease is an inherent risk of participating in the Activity, one that cannot be eliminated by Finch & Friends, LLC. DBA Caplinger Woods RV & Campground. As such, I expressly acknowledge and agree that it is ultimately my decision to participate notwithstanding the risk, and that I am responsible for mitigating my own risk of exposure to such viruses or disease. I agree that Finch & Friends, LLC. DBA Caplinger Woods RV & Campground shall not have any liability to me in the event I contract a virus or disease while participating in the Activity, and I expressly waive my right to bring such a claim.

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**Indemnity.** The undersigned agrees and understands that I am fully responsible for any lost or damaged equipment and have inspected and deemed the equipment in good working order. A \$50.00 minimum fee will be charged to locate, remove, pickup, unpin, or otherwise return the gear to the appropriate location for the undersigned. A \$100.00 minimum fee will be charged for damaged or lost equipment. Both fees are handled on a case-by-case basis. The undersigned further agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills,

loss of income, expenses, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of or related to the undersigned's actions, including the undersigned's negligent or grossly negligent actions, while participating in the Activity. Such obligation on the part of the undersigned shall survive the period of the Participant's participation in the Activity.

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#### **Medical and Publicity Authorization**

I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I further authorize the Release Parties to obtain medical treatment on my behalf, including, but not limited to, calling for medical care for the undersigned or transporting the undersigned to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed and it is possible to call for medical care for participant or transport participant to a medical facility or hospital. The undersigned agrees to pay all costs associated with such medical care and related transportation. I further agree to any film or photographs of me as participants, become your property and may be used for promotional or commercial purposes.

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#### **Additional Terms and Conditions**

The undersigned further agrees and understands: (a) the undersigned will not engage in any activities prohibited by any applicable laws, statutes, regulations, ordinances or direction from guides; (b) this agreement shall be governed by the laws of the Commonwealth of Missouri, and the exclusive jurisdiction for any claim shall be the state and federal courts located in Jefferson City, Missouri; (c) this agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof including but not limited to any prior representations about the activity itself or the safety thereof; (d) the undersigned is voluntarily and fairly entering into this agreement. The undersigned understands and acknowledges that this agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the undersigned.

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#### **Minor and Age Acknowledgment**

In the case of a minor participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement as though the minor were the undersigned on this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, the undersigned, under penalty of fraud, represents that he/she is at least 18 years of age and legally competent to enter into this agreement. If signing as the parent or guardian of a minor participant, the undersigned represents that he/she is a legal parent or guardian of the minor participant.

**IMPORTANT – READ CAREFULLY: THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND FINCH & FRIENDS LLC. D/B/A CAPLINGER WOODS RV & CAMPGROUND. CLICKING THE “ACCEPTED ICON” ASSOCIATED WITH THIS AGREEMENT WILL SERVE AS YOUR SIGNATURE (OR PRINT AND SIGN BELOW). YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY CONTAINED HEREIN. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU SHOULD EXIT THIS PAGE WITHOUT ACCEPTING. BY ELECTRONICALLY SIGNING THIS AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND ITS CONTENTS AND ARE AWARE THAT YOU ARE RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date