

DATE: \_\_\_\_\_

## WAIVER AND RELEASE AGREEMENT

*Please read carefully before signing*

This is a release of liability and waiver of certain legal rights.

**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." RSMO 537.327

In consideration for my being permitted to participate in the activities of Ballard Campquest, LLC dba: Crosseyed Cricket Canoe Company and/or Stanton/Meramec KOA, I agree to the following Waiver and Release:

**Assumption of Risk:** 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 BUT ARE NOT LIMITED TO:

1. The services of provider may include renting equipment and providing trips by rafts or canoes, related activities, and/or travel to and from the activities.
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; temperature and weather extremes; drowning; paralysis; and death. Further, activities may take place in remote places, significantly delaying emergency medical care. 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.
3. Provider has made no effort to determine, and accepts no responsibility for medical, physical or other qualifications or the responsibility for determining Participant's suitability for participating on the activities.
4. Consumption of even small quantities of alcohol will, and other substances may, impair judgment and reduce a Participant's ability, or the ability of others, to effectively manage the risks of water travel, camping, and land activities.
5. Loss of, or damage to, Participant's personal property.
6. Participant, and the parent/guardian/custodian of a minor Participant, acknowledges and understands 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.

**Release of Liability:** Ballard Campquest, LLC dba: Crosseyed Cricket Canoe Company and/or Stanton/Meramec KOA will not be responsible for accidents or injury to Participants. Furthermore Ballard Campquest, LLC dba: Crosseyed Cricket Canoe Company and/or Stanton/Meramec KOA will not be responsible for loss of or damage to personal property of Participants. The undersigned fully assumes all risks associated with canoeing and rafting and agrees to release Ballard Campquest, LLC dba: Crosseyed Cricket Canoe Company and/or Stanton/Meramec KOA and any representative

from any liability which may occur.

**Waiver and Release Continued - READ FRONT OF THIS PAGE BEFORE SIGNING**

**Notice:** Management reserves the right to refuse service to anyone. By signing below, the undersigned assumes full responsibility for any and all equipment issued and agrees to reimburse Ballard Campquest, LLC dba: Crosseyed Cricket Canoe Company and/or Stanton/Meramec KOA for any replacement or repairs necessary to return equipment to its original condition.

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

**Parents may sign for minors - include name and age of minor in printed information.**

**DATE OF FLOAT:** \_\_\_\_\_

**PRINT NAME**

**SIGNATURE**

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