

Hootontown Canoe Rental & Store

WAIVER AND RELEASE OF LIABILITY

In consideration of **Hootontown Canoe Rental & Store** furnishing services, food, beverages, adult beverages, and/or equipment to enable me to participate in canoeing, kayaking, rafting, tubing, camping, lodging and any other activities offered by **Hootontown Canoe Rental & Store**,

I, _____, the undersigned,

fully understand there are risks, hazards and dangers associated with the services and activities provided by **Hootontown Canoe Rental**. These risks include the uncertainties of the river or of the weather, hazards in the river, collisions while traveling by vehicle or on the river, altercations with other people on the river, including altercations with other participants in the same activity, and with the uncertainty of conditions in an outdoor environment. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury or death.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other, and assume full responsibility for my participation; and

I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and bring such to the attention of the Company immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS **Hootontown Canoe Rental & Store**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,

I have adequate health, disability and life insurance for myself and family, I hereby give permission for transportation to any medical facility or hospital, and I authorize any qualified person or medical personnel to render medical care for my family or myself; and,

I agree not to use any illegal drugs or excessive alcohol while undertaking any activity with **Hootontown Canoe Rental & Store**.

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 paddlesports activities pursuant to the Revised Statutes of Missouri, RSMO 537.327.

Signature

Date

Witness Signature

Date

Print Name

Print Name

Address

Address

City

State

Zip

City

State

Zip