

Meramec River Resort
Birds Nest River Resort LLC.
Rental Agreement and Waiver and Release of Liability Agreement
(Waiver/Release must be signed by all participants)

WARNING: UNDER MISSOURI LAW AN OUTFITTER IS NOT LIABLE FOR ANY 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. 537.327 R.S.M.O.

RENTAL AGREEMENT

Rental Items: _____ Canoe(s) _____ Kayak(s) _____ Raft(s)

Each Person also receives a Life Jacket and Paddle

We encourage you to wear your life preservers while on or in the water. Adults should buckle vests on small children.

Rental Period: From: Time of put in on _____ (date) To: 7PM on _____ (Date)

Rental Price: \$ _____

Equipment numbers and items:

(Notice: An additional day's rental will be charged for arrivals after 7PM.)

Lost or damaged Canoe/Kayak/Raft=You will pay the replacement value of the Lost or damaged items.

Lost or Damaged Paddle/Life Vest= You will pay the Replacement Price for item/s

By signing this rental agreement as the user/renter, I recognize that the above identified equipment was issued to me in good condition and I agree to return it in the condition in which it was issued. I further agree to be responsible for canoes, paddles, life vests and or equipment issued to me. I will inspect said equipment prior to u

sing it in order to determine that it is in a safe condition of repair and water-worthy, and I agree to return it in the same general condition. If any equipment is lost or damaged while in my care, I understand that I will be obligated to pay to the owners the replacement price of said boat and or equipment. I also acknowledge that I (and the children in my care) have received life vests and understand how they are to be properly used. If I or other members in my group do not understand how to use any equipment issued to me, we will ask for proper instruction prior to using said equipment.

Signature User/Renter _____ Date: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in any way in the activities and programs of Birds Nest River Resort LLC. Dba Meramec River Resort (herein after referred as (MRR), including canoeing, rafting, boating, floating swimming, camping, lodging, food services, and other related activities, I, the undersigned, acknowledge and agree as follows:

1. I understand that the above activities and other related activities carry substantial risks and dangers and that I can receive personal injuries, fatal injuries and property damage.
2. I understand that the dangers may include but are not limited to, the following;
 - Hazards of traveling on a canoe, raft, kayak or other devices used for floating, in normal, rough or flooded river conditions and in variable weather conditions;
 - Hazards of jumping, diving or being thrown into unfamiliar water with submerged hazards, undercut rocks and logs, rocks and manmade hazards;
 - Hazards of being pinned against trees, rocks, roots or other objects;
 - Contact with paddles, helmets, other guests, food boxes, coolers, or other containers or objects
 - Hazards of walking, riding or biking in rough terrains.
 - Strains or sprains; fractures or punctures; partial and or total paralysis; death; drowning
 - Accidents; loss or damage to personal property; slips and falls;
 - Snake and insect bites, bee stings, allergic reactions to plants such as poison ivy;
 - Illnesses/injuries in remote places without nearby medical attention or facilities;
 - Failure or lack of communication equipment;
 - Entrapment in caves; falls or jumps from manmade and natural cliffs or bluffs;
 - Hazards of entering and leaving the canoe, boat, raft or other floatation device
 - Hazards of loading or unloading people or materials from vehicles or boats
 - Hazards of the forces of nature, including wind and lightning;
 - Falling limbs or trees;
 - Problems or hazards related to travel by automobile, bus, ATV or any other conveyance
 - Eye injuries including blindness
 - Heat Stroke and
 - Problems or hazards related to consumption of alcoholic beverages or controlled substances by me or others.
3. I fully understand and acknowledge that all of the risks and dangers involved in my activities while at Meramec River Resort or associated to Meramec River Resort, including the above risks and dangers, may be caused by the negligence of Meramec River Resort, its employees, officers and agents, or it may be caused by the negligence of other participants, accidents, breaches of contract, the forces of nature or other causes and that these risks and dangers may arise from foreseeable or unforeseeable causes. Meramec River Resort accepts no responsibility for determining medical, physical or other suitability of the participant for these activities. I freely indemnify Meramec River Resort and its affiliates and associates, from any claims related to the above listed items.
4. **By my participation in any activities and/or use of equipment, I knowingly and freely assume all risks known and unknown, even if arising from the negligence of Meramec River Resort or others and assume full responsibility for my participation in any activities provided by Meramec River Resort and its affiliations.**
5. I willingly agree to comply with the terms and conditions for participation in any activity or service provided by Meramec River Resort. If I observe any unusual significant during my presence or participation, I will remove myself from participation and immediately bring same to the attention of the nearest agent or employee of Meramec River Resort.
6. By participating in or attending, any activity or service provided by Meramec River Resort, whether on or off the premises, I consent to the use of my photographs, pictures, film or videotape taken of me or provided by me for publicity , promotion, television, websites or any

other use and expressly waive any right to privacy, compensation, copyright or other ownership right connected to same.

7. Consumption of even small quantities of alcohol will and other substances may, impair judgement and reduce a participant's ability to effectively manage the risks of water travel, camping, lodging and land activities.
8. **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.**

I, for myself, my heirs, successors, executors and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Birds Nest River Resort LLC, Meramec River Resort, their directors , officers, agents, employees, and volunteers from and against any and all claims actions, causes of action, liabilities , suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to NEGLIGENCE or any kind or nature whether foreseen or unforeseen, arising directly or indirectly out of any damage loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment whether such damage loss, injury , paralysis, or death results from negligence of Meramec River Resort or from some other cause fro my heirs, successors, my executors, subrogates and myself further agree not to sue Meramec River Resort or its affiliates as a result of any injury, paralysis or death suffered in connection and my use and participation in the activities of Meramec River Resort.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

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I have carefully read, clearly understand and voluntarily sign this liability waiver and release of liability agreement.

Date _____ Signature _____
Print Name _____
Tel or Cell# _____
Mailing Address _____
Emergency Contact addr, phone# _____

If participant is under 18 years of age, a parent, legal guardian or custodian must Sign the Waiver and Release of Liability Agreement on behalf of the Minor:

THE UNDERSIGNED PARENT, LEGAL GUARDIAN, OR CUSTODIAN OF THE BELOW MINOR(S) ON BEHALF OF SAID MINOR, HEREBY JOINS IN AND AGREES TO THE FORGOING WAIVER AND RELEASE OF LIABILITY AGREEMENT:

Date: _____ Signature _____
Title _____
Date: _____ Minor Signature _____