



HOT SHOWERS  
RV HOOKUPS  
CAMPING  
CANOES  
FISHING

1/4 mile E of Hwy  
71B on Hwy K  
Pineville, MO

**417-223-CAMP**

www.enjoythefalls.com

Guest Information:	Group name :
Name:	
Address:	
City, State, Zip:	
Email:	
Phone:	Tag #

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Campground at the Falls, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TF"), I hereby agree to release, indemnify, and discharge TF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in swimming, canoeing, camping, and zip-line activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** drowning; slips and falls; rope burns; collision with fixed objects or people; boat capsize and entrapment; boats are slippery when wet and accidents can occur getting in or out, tidal conditions, surf and currents; the hazards of walking on uneven terrain; water hazards; exhaustion; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and /or poisonous marine life; the risk of falling from significant heights, standing or walking near slopes and steep cliffs; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; ability to swim and/or follow directions; my own physical condition, and the physical exertion associated with this activity.

Furthermore, TF employees have a difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions they may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TF 's equipment or facilities, **including any such claims which allege negligent acts or omissions of TF.**
4. Should TF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical conditions I may have.
6. In the event that I file a lawsuit against TF, I agree to do so solely in the state of Missouri, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that id anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TF on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.** INITIAL \_\_\_\_\_

**Campground Rental Agreement**

This Agreement is entered into between Campground at The Falls Canoe-Camp ("owner") and the undersigned individual(s) ("renters"). Outlining the use of a Rented Items, Grounds, and/or Facilities (including but not limited to canoes, rafts, oars, flotation devices, paddle boats, zip-line, rope-swing, campsite, bathrooms, tables, electrical/water utilities, trash cans, any structures, vegetation, trees, and any anything else not listed within the property of this campground hereinafter collectively referred to as "The Campground").

In Exchange for the Owner providing Renters with use of The Campground, Renters agrees as follows:

1. I agree to use reasonable care in the use of The Campground provided by owner, and shall return The Campground to Owner in the same condition in which I received them. I agree to be held jointly responsible for any damage resulting from, or in any way related to, my use of The Campground. **I agree to pay for the loss or damage of any rented items, grounds or facilities of The Campground, that I am responsible for.**
2. I agree that only the people who sign below, and their minor children identified below, will use canoes, rafts, paddle-boats, campsites, and/or facilities provided by Owner.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.** INITIAL \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Participants Spouse \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for all participants under the age of 18)**

In consideration of \_\_\_\_\_ (print all minor's names) ("Minor") being permitted by TF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TF from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_