

# ACKNOWLEDGEMENT OF RISKS ACCEPTANCE OF RESPONSIBILITY

May be reproduced

## PLEASE READ CAREFULLY

**WARNING:** There are significant elements of risk in any adventure sport or activity associated with watercraft, including but not limited to canoes, kayaks, tubes, swimming, camping and motorized craft (referred to herein as “activity”) and the use of any equipment therewith.

**ACKNOWLEDGEMENT OF RISKS:** I realize that changing water flow or currents, submerged and semi-submerged objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity, that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost; that for swimmers and non swimmers, wearing a U.S. Coast Guard approved floatation device is a basic safety precaution; that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures. I also realize that participation in an activity can result in personal injury, accidents or illness, including but not limited to insect bites, snake bites, sprains, broken bones, hypothermia, paralysis, dismemberment, or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of inherent risks of the activity, which I am responsible, will engage in, I confirm (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for damage to or loss of personal property as the result of any accident that may occur.

**RELEASE:** In consideration of services of property provided, I for myself and any minor children for which I am parent, legal guardian or otherwise responsible, and heirs, personal representatives or assigns, hereby release Maggard’s companies, its principals, directors, officer, agents, employees, and volunteers from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ THE FOREGOING WARNING, ACKNOWLEDGEMENT, ASSUMPTION AND RELEASE AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

### EVERY PARTICIPANT OR USER MUST BE LISTED BELOW

EVERY PARTICIPANT OR USER, 18 YEARS OF AGE OR OLDER, MUST SIGN HIS/HER NAME OR THAT OF ANY CHILDREN THAT HE/SHE IS RESPONSIBLE FOR PRIOR TO PARTICIPATION IN THE ACTIVITY OR USE OF ANY EQUIPMENT.

1. Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Street \_\_\_\_\_ City / State \_\_\_\_\_ Zip \_\_\_\_\_
2. Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Street \_\_\_\_\_ City / State \_\_\_\_\_ Zip \_\_\_\_\_
3. Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Street \_\_\_\_\_ City / State \_\_\_\_\_ Zip \_\_\_\_\_
4. Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Street \_\_\_\_\_ City / State \_\_\_\_\_ Zip \_\_\_\_\_
5. Name (print) \_\_\_\_\_ Signature \_\_\_\_\_  
Street \_\_\_\_\_ City / State \_\_\_\_\_ Zip \_\_\_\_\_

**WARNING:** Under Missouri law, an outfitter is not liable for an injury to, or the death of, a participant in paddlesports activities resulting from the inherent risks of paddlesports activities pursuant to the Revised Statutes of Missouri (Missouri SB 346).