



# EUREKA FLOATS

BROOKDALE FARMS

## RELEASE OF LIABILITY

IMPORTANT, READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, AND RELEASES BROOKDALE FARMS AND EUREKA FLOATS FROM LEGAL LIABILITY FOR ITS OWN NEGLIGENCE AND THE NEGLIGENCE OF OTHERS

"Warning - Under Missouri Law, an outfitter is not liable for an injury to or the death of a participant in paddle sport activities resulting from the inherent risks of paddle sport activities pursuant to the Revised Statutes of Missouri." We do not endorse or condone the use of alcohol on the river.

This document must be signed by you (hereinafter "Participant"), or your parent or legal guardian if you are a minor Participant under the age of 18, if you are renting or otherwise using equipment or participating in activities offered by Brookdale Farms and its employees, agents, officers, directors, and owners.

Participant, or the parent or legal guardian of the minor Participant, agrees to the following:

## ACKNOWLEDGMENT, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY

### A. Activities, Hazards and Risks

1. The services of Brookdale Farms may include the use of rental equipment such as rafts and tubes and the like, river outfitting trips by raft and tube, and travel provided by Brookdale Farms to the above-mentioned activities.
2. The hazards and risks involved in the activities mentioned in paragraph 1 above include, but are not limited to, the following: sudden changes in weather conditions; insects and wild animals; fire; less than sanitary conditions; entering, exiting and operating watercraft such as those listed in paragraph 1 above; dangerous water conditions; entrapment or entanglement by or in natural or artificial conditions such as root-wads, log-jams, fencing, bridges or abutments; water which may be fast, deep, cold, and subject to rapid change; objects and hazards in the water; and overturned watercraft; injury from slips and falls; and death or drowning. Risks of other activities include those associated with camping, hiking and moving on and over terrain. There may also be the risk of injury by third parties over which Brookdale Farms has no control. Travel to activities involves travel on vehicles that may not have safety devices such as seat belts or air bags and includes the risk of automobile accidents whether caused by Brookdale Farms or others. Swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. While swimming areas are available during the float route, no lifeguard is on duty, and all swimming is at the swimmer's risk. Further, activities may take place in remote places, significantly delaying emergency medical care. Participants should always wear a fastened personal flotation device. Participants should also wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment.
3. Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks in paragraph 2 above is not complete and that all activities offered by Brookdale Farms, whether or not described, may be dangerous and may include inherent risks that cannot be reasonably avoided without changing the nature of the activity. Participant impliedly assumes the risk of such dangers and risks.
4. Provider has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant for the activities. Participant, and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant's suitability for participating in the activities. The provider is not responsible for the water conditions, routes, or other activities of renters of its equipment. Certain activities may be conducted by independent contractors hired by the Provider; Provider does not train supervise or control these contractors and accepts no responsibility for their conduct.
5. Consumption of even small quantities of alcohol will, and other substances, impair judgment and reduce a participant's ability to effectively manage the risks of water travel and land activities. Brookdale Farms accepts no responsibility for the consumption of alcohol by adult guests. The consumption of alcohol by minors in any Brookdale Farms activity is expressly prohibited.

### B. Acknowledgment and Assumption of Risks

6. I, the Participant, and/or the parent or guardian of a minor Participant, understand the nature of the services of Brookdale Farms and the other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities engaged in whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I or the minor for whom I sign, may suffer, arising in whole or part out of such activities, whether or not caused by the negligence of Brookdale Farms.
7. If I sign on behalf of any minor, I agree to provide or otherwise ensure adequate supervision of that minor, whether myself or by assignment to another adult, at all times while engaged any activity provided by Brookdale Farms, or while on Brookdale Farms property. I understand and agree that Brookdale Farms shall not be responsible for any such supervision.

Initials: \_\_\_\_\_

**C. Agreements of Release and Indemnification, and Additional Provisions**

8. I, for myself as Participant, or on behalf of the minor Participant, for whom I am signing, agree as follows:

a. I release Brookdale Farms ("Released Parties") from any and all claims of injury, damage or loss arising from the negligence or fault of Brookdale Farms or others (excluding intentional torts or acts of gross negligence) which I, or the minor for whom I sign, may suffer, arising out of or in any way related to my, or the minor's enrollment in or participation in the activities of Brookdale Farms described above or the use of its equipment. Neither I, the minor child(ren), nor anyone acting on my/our behalf, will bring suit or otherwise assert any such claims against Brookdale Farms.

b. I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) Brookdale Farms from any claim of liability asserting a loss arising out of, or in any way related to my, or the minor's enrollment in or participation in the activities of Brookdale Farms or the use of its equipment, including one brought by, or for the minor for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor's family, or anyone else.

c. I authorize Provider to provide or obtain for me, or the minor for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all cost associated with such care and related transportation.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. 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. This agreement is governed by the laws of the State of Missouri.

Printed Reservation Participant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Reservation Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**RAFTS (1) @ \$1,700/EACH  
PADDLES @ \$ 15/EACH**

**TUBES @ \$80/EACH  
LIFE JACKETS @ \$ 15/EACH**

**COOLER RAFTS @ \$ 80/EACH**

*Listed above are the replacement cost of lost & broken equipment.*

***All Participants must sign for themselves. My signature on this waiver signifies I have read and agree to the terms & conditions of this document.***

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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