

# ADULT GENERAL RISK RELEASE FORM

## Missouri River Relief: Acknowledgment And Assumption Of Risks & Release And Indemnity Agreement

### **INTRODUCTION**

**Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing.** In consideration of the services of Missouri River Relief and its officers, directors, employees, representatives, agents, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'MRR'), **I acknowledge and agree as follows:**

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

MRR educational programs on or off the river, may include, but are not limited to: motor boating; picking up trash; hiking; touring education facilities; creating watercolors; wildlife and nature observation and team builders (collectively referred to in this Document as 'activities'). I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks include travel in water, weather conditions, uneven terrain and extreme air or water temperatures; exposure to burns or sunburns; misjudgments made by MRR staff, contractors or others; close and unpredictable contact with wildlife; allergic reactions to or injury from plants or stinging, venomous or disease-carrying animals or insects; the potential that the participant or others (e.g. co-participant, driver, medical or rescue personnel) may act carelessly or recklessly; personal health risks (disclosed or undisclosed, known or unknown) and equipment that can be misused or can fail or malfunction. I understand that MRR staff members or contractors cannot assure my safety or eliminate any of these risks. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety and agree to follow all MRR rules and policies. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant, resulting from those risks and/or resulting from participant's negligence or other misconduct.**

### **RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights.** Certain public land agencies (including the Department of Conservation, U.S. Corps of Engineers, and U.S. Fish & Wildlife Service and City Governments) restrict service providers, including MRR, from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on those public lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against MRR as a matter of law, **I agree as follows:** 1) **to release and agree not to sue MRR** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my enrollment or participation in these activities or use of MRR equipment, facilities or premises. **I understand that in signing this Document, I, and anyone acting on my behalf, surrender all rights to make a claim against MRR as a result of any injury, damage, death or other loss suffered by me;** 2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) MRR with respect to any and all claim/s brought by or on behalf of me, my spouse or other family member, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my enrollment or participation in these activities or use of MRR equipment, facilities or premises. **This Release and Indemnity Agreement includes claim/s resulting from MRR' negligence (but not its willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.**

### **CONCLUSION**

I agree that Missouri substantive law (without regard to its 'conflict of laws' rules) govern this Document, any dispute I have with MRR and all other aspects of my relationship with MRR and that any mediation, suit or other proceeding must be filed or entered into only in Boone County, Missouri. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Missouri mediator. I authorize MRR staff, representatives, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by MRR) of any medical records necessary for treatment, referral, billing or insurance purposes. I authorize MRR to use my photo or image in any manner for advertising, display, audiovisual, electronic or other use. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. **Participant agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives and estate.**

**Participants Name** \_\_\_\_\_ **Organization** \_\_\_\_\_

**Participants Signature** \_\_\_\_\_ **Date** \_\_\_\_\_