

Spring Lake Ranch Outdoor Activities
USER PARTICIPATION AGREEMENT
AND
EXPRESS ASSUMPTION OF RISK AND RELEASE OF LIABILITY
READ BEFORE SIGNING - ALL PARTICIPANTS DO SO VOLUNTARILY

Please sign on the other side.

In consideration of Wagner, Coroama & Neubert LLC and Spring Lake Ranch in Potosi Missouri furnishing services/ lodging and/or equipment to enable me to participate in outdoor activities, including hiking, camping, horseback riding, swimming in the pool and in the lake, and all aspects of outdoor travel, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exists in my use of recreational equipment including, hiking equipment, camping equipment, the swimming pool and the lake and my participation in any outdoor activities such as horseback riding, hiking etc.; (b) my participation in such activities and /or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the employees, officers, volunteers or agents of Wagner, Coroama & Neubert LLC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, staff decision making, including that staff may misjudge terrain, weather, trail or route location, and elevation level, risks of hypothermia and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the employees, officers, volunteers or agents of Wagner, Coroama & Neubert LLC.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Wagner, Coroama & Neubert LLC, its officers, employees, volunteers and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of recreational equipment including, hiking equipment, camping equipment or my participation in all outdoor recreation activities including horseback riding. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the officers, employees, volunteers or agents of Wagner, Coroama & Neubert LLC.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Wagner, Coroama & Neubert LLC is a party shall be entered in the Washington County Courthouse in Potosi, Missouri or the State Supreme Court in Jefferson City Missouri.

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in outdoor activities, and I sign this release on their behalf. In addition, I give Wagner, Coroama & Neubert LLC, its officers, agents, volunteers and employee's permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor the expenses are the sole responsibility of the participant and not that of Wagner, Coroama & Neubert LLC.

Wagner, Coroama & Neubert LLC reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Wagner, Coroama & Neubert LLC staff. I agree and am aware that as a condition of being allowed to participate in the activities of Spring Lake Ranch, I will not consume any alcoholic beverages or other substance including, but not limited to any drugs or medication which would impair my senses before or while participating in any recreational activities and I hereby agree to wear proper clothing and equipment that is recommended by the staff and ensure my minor child always use proper equipment during recreational activities. (Life Jackets, proper shoes, helmet etc.). I also certify that I and any minor on whose behalf I am signing are physically and mentally capable of participating in these activities.

No ATVs, off-road motorcycles or vehicles allowed on property.

I HAVE READ THE WAIVER AND RELEASE ON THE REVERSE SIDE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE WAGNER, COROAMA & NEUBERT LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.
This is a release of liability. Do not sign this release if you do not understand or do not agree with its terms.

I am assuming the stated risks and entering this Waiver and Release on behalf of the guest(s) named below, as well as myself, and I am agreeing to its terms on his or her behalf, as well as his or her heirs, executors, administrators and assigns.

GUESTS NAME(S)	GUESTS NAME(S)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE	AGE	DATE
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PLEASE PRINT CLEARLY:

TRIP DATE(S): _____ TRIP TYPE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (_____) _____

IN CASE OF EMERGENCY, CONTACT: (Name & Relation) _____

TELEPHONE: _____