

Release, Waiver of Liability and Indemnity Agreement & Vehicle Check-In

This form must be filled out prior to registration. To expedite your check-in, fill out this form prior to arrival.

Reservation Name/Number: _____
Vehicle Description & Color: _____
License Plate w/State: _____
Phone Number: _____
Adults (13+): _____
Youth (8-12 yrs): _____
Children (under 7 yrs): _____

STAFF ONLY	
Site/Unit:	
Arrival Date:	
Departure Date:	

Each of the individuals below acknowledge, agree to and understand the Release, Waiver of Liability and Indemnity Agreement printed on the back side of this form. A signature for each guest/everyone in the vehicle is required.

Failure to properly disclose the accurate number of total guests may result in the immediate removal of all persons from the property without refund.

Parents or responsible guardians must sign for Minors (anyone under the age of 18).

	NAME (PRINT)	SIGNATURE	DATE	GUARDIAN FOR	AGE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

WARNING!! Under Missouri law, an outfitter is not liable for an injury to or the death of a participant in paddlesport activities resulting from the inherent risks of paddlesport activities pursuant to the Revised Statutes of Missouri (RSMO 537.327)

PLEASE DRIVE SLOWLY!!!

Turn page to review Release, Waiver of Liability and Indemnity Agreement

READ BEFORE SIGNING. THE FOLLOWING SETS FORTH LEGALLY BINDING TERMS AND CONDITIONS AND CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, BINDING FORUM SELECTION AND CHOICE OF LAW PROVISIONS, AND WAIVERS, INCLUDING A CLASS ACTION WAIVER, JURY TRIAL WAIVER, AND MANDATORY ARBITRATION PROVISIONS THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES.

WARNING!! Under Missouri law, a private campground owner or an employee or officer of a private campground owner is not liable for an injury to or the death of a person or any property damage resulting from the inherent risks of camping under the Revised Statutes of Missouri.

WARNING!! Under Missouri law, an outfitter is not liable for an injury to or the death of a participant in paddlesport activities resulting from the inherent risks of paddlesport activities pursuant to the Revised Statutes of Missouri.

WARNING!! Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the activities, programs and/or events of Ozark Outdoor Resorts, Dream Ozark Outdoors, Blue Springs Ranch, Dream Blue Springs, Living Fully Resorts (f/k/a Dream Outdoor Resorts), and Ozark Transportation (collectively "Resorts") including, but not limited to, canoeing, boating, rafting, floating, equine activities, hiking, biking, camping, lodging, meals, food services, rope courses, zip lining, swimming, water slides, fishing, golfing, fitness center, music shows, special events, concerts and all other indoor and outdoor related activities and related transportation including, but not limited to, the operation of personally owned golf carts, utility task vehicles, and all terrain vehicles (collectively, "Activities"), on behalf of (i) myself, (ii) every adult eighteen years of age or older included in this group reservation or participating in Activities ("Adult Guests"), and (iii) every child under eighteen years of age included in this group reservation or participating in Activities ("Minor Guests"), I acknowledge and agree as follows:

1. Assumption of Risks. I understand and acknowledge that: (a) participation in the Activities involves substantial and inherent risks and dangers including, but not limited to, serious or fatal bodily injuries, permanent disability, blindness, paralysis, drowning, or death, and/or loss or damage of personal items or personal property; (b) the risks and dangers may include, but are not limited to, the hazards of: (i) traveling on a canoe, raft, kayak, tube, or other device used for floating, in normal, rough, or flooded river conditions; (ii) jumping, diving, or being thrown into unfamiliar water with submerged hazards, undercut rocks and logs, rocks, and manmade hazards; (iii) being pinned against trees, rocks, roots, or other objects; (iv) contact or conflict with paddles, helmets, other guests, private property owners, food boxes, coolers, or other containers; (v) walking, riding, or biking in rough terrain; (vi) snake bites, insect bites, bee stings, and allergic reaction to any natural or manmade object; (vii) illnesses or injuries in remote places without medical facilities; (viii) failure or lack of communication equipment; (ix) entrapment in caves, falls, or jumps from manmade and natural cliffs or bluffs; (x) hazards of entering and leaving the canoe, boat, raft, tube, or other floatation device; (xi) hazards of loading or unloading people or materials from vehicles; (xii) hazards of the forces of nature, including wind and lightning, falling limbs or trees; (xiii) problems or hazards related to travel by automobile, bus, ATV, or any other conveyance; (xii) dehydration, sunburn, heat stroke; (xiv) zip lining and rope courses including failing or slipping, impacting manmade or natural objects or being impacted by such objects, equipment malfunction, adverse weather conditions, natural elements, including, but not limited to, trees, rocks, stumps, and uneven terrain, dizziness fatigue, encounter with insects or animals, contact with other participants, physical exertion, and falls; (xv) consumption of alcoholic beverages or controlled substances; (xvi) exposure to viruses/bacteria including but not limited to, COVID-19 and other similar or different communicable diseases. Each of the foregoing risks and dangers may arise from foreseeable or unforeseeable causes. I acknowledge that there may also be risks either not known to us or not readily foreseeable at this time. **BY PARTICIPATING IN ANY ACTIVITIES AND/OR USE OF EQUIPMENT, I KNOWINGLY AND FREELY ASSUME ALL RISKS KNOWN AND UNKNOWN, FORESEEN OR UNFORESEEN, EVEN IF ARISING FROM THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESSNESS OF RELEASEES (AS IDENTIFIED IN SECTION 7 BELOW), OR OTHERS, AND ASSUME FULL RESPONSIBILITY (I) FOR MYSELF, (II) FOR ADULT GUESTS, AND (III) FOR MINOR GUESTS FOR PARTICIPATION IN ANY ACTIVITIES PROVIDED AT RESORTS OR BY THE RELEASEES.**

2. Ability to Participate. I further acknowledge that (i) I, (ii) Adult Guests, and (iii) Minor Guests possess sufficient skills, good health, and adequate physical condition to participate in the Activities. If any one of us believes the Activities are unsafe, we will immediately discontinue participation in the Activities. We willingly agree to comply with the terms and conditions for participation in any Activities provided at Resorts or by Releasees. If any one of us observes any unusual significant hazard during our presence or participation, we will remove ourselves from participation and immediately bring to the attention of the nearest Resorts representative.

3. Ropes Courses, Ziplining, Similar Activities. Guests participating in any rope courses, ziplining, or other similar activities shall comply with all regulations and requirements for such activities including, but not limited to, weight requirements, reaching five (5) foot height from standing flat, and/or wearing closed toed safety appropriate shoes.

4. Right of Privacy Release. I consent and agree to the photographing, filming, or recording of my likeness, image, voice or appearance while visiting Resorts and/or participating in the Activities ("Materials") and to the use and reproduction of Materials by Resorts and its corporate partners and affiliates for all lawful purposes, including for Resorts publicity, marketing, advertising and/or promotional purposes. I agree that Resorts has and will retain all rights, title, and interest to Materials and the reproductions thereof. Further, I understand that I will not be compensated for such use of Materials, and agree to hold Resorts and any third parties harmless against any liability, loss or damage, including reasonable attorneys' fees caused by, or arising from, the creation, use, and reproduction of the Materials.

5. Alcohol and Other Substances. I acknowledge that the use of alcohol or the use of any controlled substance or illegal substance may affect the skill, knowledge, and physical requirements of any activity in which I am participating and may increase the risk of property damage, personal injury, or death.

6. Private Property; Equipment and Rentals. I understand that it is the right of private property owners to deny access and/or protect their property. I agree (i) to adhere to No Trespassing signs, or purple paint markings, symbolizing a No Trespass warning, (ii) to assume full responsibility for any and all equipment issued and/or lodging unit or camp site rented, and (iii) to reimburse Resorts for any replacement or repairs necessary to return equipment and/or any unit to its original condition.

7. Indemnity and Release. In consideration of participating in the Activities, on behalf of (i) myself, (ii) Adult Guests, and (iii) Minor Guests, and our respective personal representatives, heirs, assigns, and next-of-kin (collectively, "Releasors"), I covenant not to sue and hereby agree to release, discharge, indemnify, hold harmless, and defend: (a) Dream Ozark Outdoors LLC, Dream Blue Springs LLC, Living Fully Resorts LLC (f/k/a Dream Outdoor Resorts LLC), and Ozark Transportation LLC, each of its parents, subsidiaries or affiliates, and each of its respective agents, representatives, administrators, directors, officers, shareholders, volunteers, employees and owners; (b) Resorts advertisers or sponsors of any events of any type, kind, and description; and (c) owners of any premises of real property where any Activities may occur ((a), (b) and (c) collectively referred to as "Releasees"), from and against any and all claims, actions, suits, debts, liabilities, judgments, demands, losses, liabilities, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of or related to any injury, disability, death, or property damage, or any other harm Releasor may suffer; from loss or damage to person or property, whether arising from the fault, negligence, gross negligence or recklessness of Releasees; from accidents, negligent rescue operations, breaches of contract, forces of nature or other causes; and from all other risks and dangers that may arise from foreseeable or unforeseeable causes or otherwise.

8. Controlling Law/Venue/Binding Arbitration/Waiver of Jury Trial and Class Action. This Release, Waiver of Liability and Indemnity Agreement (this "Agreement") is binding on all Releasors and shall be governed by the laws of the State of Missouri without regard to its conflicts of laws rules. Any controversy or claim arising out of or relating to this Agreement or participation in the Activities shall be exclusively settled by binding arbitration in the State of Missouri administered by JAMS in accordance with Streamlined (or other applicable) Arbitration Rules, and I, on behalf of myself, Adult Guests, and Minor Guests, hereby consent and submit to the personal jurisdiction of such venue for the purposes of litigating any such action. I agree that any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. I acknowledge and agree that the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) shall govern the interpretation and enforcement of this agreement to arbitrate and all proceedings commenced under this arbitration clause. I acknowledge and agree that the question of whether this agreement to arbitrate is enforceable, or whether a given dispute is subject to arbitration, is delegated to and shall be decided by the arbitrator.

9. Effect on Legal Rights. I have read this Agreement carefully, understand its terms and that each of us have given up substantial rights by signing it. I understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future against Releasees and sign this Agreement freely and voluntarily without any inducement, assurance or coercion. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Agreement is held to be invalid or unenforceable, the balance, notwithstanding, shall continue in full force and effect. I am aware that this Agreement includes an express assumption of risk and understand that this Agreement may affect legal claims for damages in the event of death or any injury or loss to me, to Adult Guests, or to Minor Guests.

10. Parent/Guardian Agreement for Minor Guests. If I am signing on behalf of a Minor Guest, I represent and warrant to Releasees that: (a) I am the parent and/or legal guardian of the Minor Guest included in this group reservation; or (b) I have a signed Power of Attorney from the parent and/or legal guardian or otherwise have authority and consent to agree to the terms of this Agreement on behalf of the Minor Guest. If Minor Guest participates in Activities, such participation shall be deemed to be with the express permission of the parent and/or legal guardian. I have explained the terms and conditions to Minor Guest in an age-appropriate manner and he/she has acknowledged that he/she understands and agrees to accept them.

11. Agreement for Adult Guests. If I am signing on behalf of an Adult Guest, I represent and warrant to Releasees that: (a) I received express authorization from Adult Guest to agree to the terms of this Agreement on his/her behalf; and (b) that Adult Guest has reviewed and understands the terms and conditions of this Agreement and expressly consents to accept and abide by them.

12. Voluntary Participation. By my signature below, I represent and warrant to Releasees that (i) I, (ii) Adult Guests, and (iii) Minor Guests are participating in the Activities voluntarily and of my/our own free will.

13. Entire Agreement. I further acknowledge and agree that no oral representations, statements or inducements apart from this Agreement have been made to (i) me, (ii) Adult Guests, or (iii) Minor Guests identified herein concerning the subject matter of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ABOVE-REFERENCED RELEASEES AND ME, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

Name: _____ **Signature:** _____ **Staff Initials:** _____