

**BROOKDALE FARMS, INC.  
D.B.A. BROOKDALE FARMS FLOAT TRIPS  
EUREKA, MO 63025  
636-938-1005**

DAY/DATE \_\_\_\_\_ GROUP NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_ CANOES = \_\_\_\_\_

\_\_\_\_\_ RAFTS = \_\_\_\_\_

\_\_\_\_\_ KAYAKS = \_\_\_\_\_

\_\_\_\_\_ EXTRA PEOPLE = \_\_\_\_\_

**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. RSMO 537.327**

**RENTAL SAFETY & LIABILITY AGREEMENT**

It is understood that the undersigned will be liable for all loss or damage due to theft, fire or any other cause whatsoever, while said equipment is in customer's possession. Customers shall pay a penalty of \$15.00 for each broken paddle, \$15.00 for each lost paddle and a \$15.00 penalty for each lost life jacket.

Customer shall be solely liable for all fines, penalties, and forfeitures imposed for violations of the law while this equipment is being held, used, and operated pursuant to this rental agreement and to pay all judgments, liens or other encumbrances that may be levied against you or the said equipment on account of the use thereof.

Take outs after 7:00 P.M. are subject to a send day rental charge per vessel. If evicted from the facility, no money will be refunded.

**A LEGAL DOCUMENT**

**PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS PLEASE ASK OR CONSULT YOUR ATTORNEY.**

We wish to inform our guests that a river trip is not risk free. The elements that contribute to the unique character and fun of a river trip, such as shooting the rapids or being outdoors can cause loss or damage to equipment, injury, illness, or in extreme causes, **PERMANENT TRAUMA OR DEATH.**

**NOTICE TO GUEST, ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

**NOTICE TO ALL GUEST:** This property is privately owned. Management reserves the right to refuse service to anyone. By signing below, the undersigned assumes full responsibility for any and all equipment issued or facility rules and agrees to reimburse Brookdale Farms Float Trips for any replacement or repairs necessary to return equipment or facility to its original condition.

**ASSUMPTION OF RISK:** The undersigned acknowledges that canoeing, rafting, and kayaking can be a dangerous activity and that by participating the undersigned may incur personal or possibly fatal injuries. The undersigned further acknowledges that participating may result in loss or damage of personal items or personal property. By signing below the undersigned acknowledges and assumes responsibility for those risks. **RELEASE OF LIABILITY:** Brookdale Farms Float Trips will not be responsible for accidents or injury to guests. Furthermore, Brookdale Farms Float Trips will not be responsible for loss or damage of personal property. The undersigned fully assumes all risks associated with canoeing, rafting, and kayaking and agrees to release Brookdale Farms Float Trips and any representative of this liability from any liability which may occur.

\_\_\_\_\_  
CUSTOMER SIGNATURE PRINT NAME

\_\_\_\_\_  
CUSTOMER SIGNATURE PRINT NAME

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CUSTOMER SIGNATURE PRINT NAME

\_\_\_\_\_  
CUSTOMER SIGNATURE PRINT NAME

\_\_\_\_\_  
CUSTOMER SIGNATURE PRINT NAME

I have read the above terms and conditions of the Waiver of Liability and agree thereto: In signing the Agreement, I warrant and agree that I will be responsible for any other person or persons using the equipment while it is in my possession or control pursuant to the Agreement. If under 18 years of age, I hereby warrant that I have the consent of my parents or guardian to rent the above.