

Participation, Waiver And Release Agreement

Please Read Carefully Before Signing
This Is a Release of Liability and
Waiver of Certain Legal Rights

In consideration for my being permitted by the Ozark Trail Association to participate in the various activities that take place in various regions of Missouri, I agree to the following waiver and release:

I acknowledge that backcountry and wilderness travel, activities and work projects have inherent risks, hazards and dangers that cannot be eliminated, particularly in a wilderness environment. **I understand that these risks, hazards and dangers include without limitation**

1. risks arising from any activities in areas where no outside services are available or provided; where rescue and advanced medical care and services are limited and will be slow, if available at all; where trail or road conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards may not be obvious or visible; where weather is changeable and unpredictable;
2. risks involved in decision making and route finding in a wilderness environment; and
3. such other risks, hazards and dangers that are integral to wilderness travel and any and all outdoor sports and activities that take place in a wilderness environment such as hiking, climbing, mountaineering, backpacking, working, trail construction and repair;

_____ (please initial)

I have read and understand the information provided by the Ozark Trail Association regarding the activities, work projects, and travel to and from the areas for such activities and projects and also acknowledge that the Ozark Trail Association staff has been available to more fully explain to me the risks, hazards and dangers of the subject activities and projects. I understand that participation in the travel, activities, and projects in a wilderness environment may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that I have responsibilities as a backcountry user. **I am voluntarily participating in the activities and projects of the Ozark Trail Association with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept any and all risks of injury, paralysis or death.**

_____ (please initial)

Lastly, for myself, my heirs, successors and executors, I hereby **knowingly and intentionally waive and release, indemnify and hold harmless the Ozark Trail Association**, its directors, officers, agents and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and **Negligence** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my participation in the activities and projects of the Ozark Trail Association, the use of its information services and traveling in a wilderness environment from **Negligence** of the Ozark Trail Association, its directors, officers, agents or employees, or from some other cause. I further agree not to sue the Ozark Trail Association as a result of any injury, paralysis or death that may occur while participating in its activities or projects.

_____ (please initial)

I have carefully read, clearly understand and voluntarily sign this participation, waiver and release agreement.

Signature: _____

Print
Name: _____

Date: _____

Crew
Date: _____

Address: _____