

30 Bridge Outfitters LLC

Float Agreement

Float Date: _____

Float Time: _____

Float: _____

Canoes: _____
of People: _____

Rafts:
4 Man: _____ # of People: _____

6 Man: _____ # of People: _____

8 Man: _____ # of People: _____

Kayaks: _____

Tubes: _____
of People: _____

Shuttles:
Cars: _____ Boats: _____ People: _____

Assumption of Risk

The undersigned, both individually and on behalf of any minor children (sometimes hereinafter referred to as "I/We," "me," "my," or "Renter"), has been advised and acknowledges that canoeing, rafting, and tubing can be a dangerous activity. The participant can sustain personal injuries such as, but not limited to, cuts, bruises, insect and snake bites, broken bones, and possibly incur fatal injuries. An individual can also lose or misplace items of personal property.

Being fully advised of the risks of loss of personal property and the potential for personal injury, even fatal injuries, the undersigned fully assumes the risk and agrees to hold 30 Bridge Outfitters LLC harmless for any loss of property, personal injury or death occasioned by its use. I have read the Assumptions of Risk, explained it to all passengers, understand it and agree to all the conditions in it.

Name (Renter): _____

Total Rental _____ T

Address: _____

_____ C

City: _____ Zip: _____

_____ R

Phone: _____

_____ K

_____ D

Total Due: _____

TERMS AND CONDITIONS

1. I/We have read the entirety of this Agreement and agree to all terms and conditions contained herein.
2. It is understood and agreed that this personal property is leased to me by 30 Bridge Outfitters LLC and will be used by me and my party for the agreed period and solely for the purpose of which the equipment was manufactured and intended. 30 BRIDGE OUTFITTERS LLC SUPPLIES NO IMPLIED OR EXPRESS WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE OR ANY SAFETY WARRANTIES.
3. It is agreed that this equipment will not be removed from the park, course or route of intended use or used by use at any other location without the written consent of 30 Bridge Outfitters LLC.
4. I/We agree that the equipment is leased by 30 Bridge Outfitters LLC in its present condition and that 30 Bridge Outfitters LLC does not warrant any secret or latent defects in this equipment.
5. I/We agree and understand that floating on the river or accessing the property of Shorehaven, LLC a purely voluntary, recreational activity and that if I/We are not willing to acknowledge the risk and agree not to sue, I should not go floating or access the property.
6. IN CONSIDERATION OF THE ABOVE AND BEING ALLOWED TO PARTICIPATE IN THE FLOATING, ACCESSING THE RIVER OR ACCESSING THE PROPERTY OF SHOREHAVEN, LLC, I/WE AGREE THAT I/WE WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY BOTH 30 BRIDGE OUTFITTERS, LLC AND SHOREHAVEN, LLC, THEIR MEMBERS, OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES IF I/WE OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE FLOATING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I/WE CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE ON THE PART OF THE FLOATING FACILITY.
7. I/We further agree that I/We WILL INDEMNIFY AND HOLD HARMLESS 30 BRIDGE OUTFITTERS, LLC AND SHOREHAVEN, LLC, THEIR MEMBERS, OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES from any loss, liability, damages or cost of any kind that it may incur as the result of any injury to myself or to any member of my family or to any person for whom I am explaining that meaning of this Agreement, even if it is contended that any such injury was caused by the NEGLIGENCE on the part of the floating facility.
8. I/We agree to warrant, defend and indemnify 30 Bridge Outfitters, LLC, Shorehaven, LLC and all of their respective members, directors, officers, employees, agents, successors and assigns from any and all liability, personal injury or other damages

sustained as a result or in connection with our use of the property (both real and personal) and our float trip. Furthermore, on behalf of my estate, heirs and beneficiaries, I waive any and all liability and right to damages which may arise in any situation with respect to our use of the property (both real and personal) and my float trip.

9. I/We agree that upon initial inspection of this equipment, prior to embarking, should said equipment be unsafe or in disrepair, we will notify 30 Bridge Outfitters LLC of facts regarding this equipment and 30 Bridge Outfitters LLC will replace said equipment with other equipment in good working condition. If other equipment in good working condition is not available this Agreement will be cancelled and 30 Bridge Outfitters LLC will return my rental fee.
10. I/We further agree that at the end of this Agreement, we will immediately return the rented merchandise or equipment and all attachments and parts belonging to 30 Bridge Outfitters LLC in the same condition the equipment was received, ordinary wear and tear excepted. I agree to pay \$25.00 for each broken or lost paddle, life jacket, or seat cushion. In case of damage to the watercraft (raft, tube, kayak, canoe, etc.), the person(s) renting the watercraft will be responsible for the cost of the damage incurred. If the watercraft is lost, stolen or beyond repair, the renter shall pay the replacement cost thereof.
11. I/We agree that this Agreement is not assignable and that we will not sublet any of the equipment covered by this Agreement.
12. I/We agree to pay charges for rent in advance. It is further agreed that all collection fees, court costs, litigation expenses (including payment of expert witness fees) and attorney fees incurred in the collection of rent, damages to equipment, enforcement of any rights pertaining to 30 Bridge Outfitters LLC or Shorehaven, LLC (an intended third party beneficiary of this Agreement), or the defense of any claim for damages arising in connection with this Agreement, my use of the property or float experience, will be borne by the me, the above signed Renter.
13. I/We further agree that the property described on the reverse side of this Agreement shall always remain the properties of 30 Bridge Outfitters LLC and no rental payments or fees shall be considered as payment on purchase price.
14. I/We agree to return the leased equipment at the agreed upon location. If I fail to return the leased equipment at the agreed upon location, I/We understand that I/We will be charged for any expense in picking up this equipment.
15. At no time will this equipment be taken past the 30 Bridge Outfitters LLC access point. I/We agree to pay a \$30.00 fee for any pickup or rescue of equipment past this point.
16. I/We understand that, upon request 30 Bridge Outfitters LLC, will give instructions on the use of canoe and raft equipment.
17. Should any litigation arise in connection with this Agreement, my use of the real or personal property or my float trip experience, I/We agree to submit to the jurisdiction of the State of Missouri and that venue shall lie exclusively in the Circuit Court of Franklin County, Missouri.
18. Neither this Agreement nor the Terms and Conditions shall be modified by any oral representations of the parties.
19. All cancelled or returned checks shall be subject to an automatic \$50.00 charge. Renter agrees that 30 Bridge Outfitters, LLC may charge all unpaid fees to Renter's credit/debit card on file without advance notice to Renter.

- 20. No waiver of failure to enforce any term of this Agreement, including the Rules and Policies, shall constitute a future waiver or right to seek enforcement of these conditions.
- 21. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
- 22. Electronically generated, reproduced, copied or facsimile signatures are effective as an original.

I/We (hereinafter sometimes “Renter”) have read the entire Float Agreement, including the Terms and Conditions, understand them and agree to each and every condition. I/We further acknowledge and warrant that we have had sufficient time to review this Agreement and all terms and conditions and to consult legal counsel of our choosing. If signing on behalf of a minor child, whether my child or not, I understand the rights I am waiving and the conditions to which I am agreeing.

Renter: _____

Dated: _____

30 BRIDGE OUTFITTERS, LLC:

By: _____
Agent

Dated: _____

RULES AND POLICIES

These Rules and Policies shall form a part of the Yearly Boat Launch Pass Agreement and the Campsite Lease Agreement. It is understood and agreed that in addition to 30 Bridge Outfitters, LLC being a direct party to these Rules and Policies, Shorehaven, LLC shall be considered an intended third-party beneficiary hereof.

1. All cancelled or returned checks shall be subject to an automatic \$50.00 charge. Renter agrees that 30 Bridge Outfitters, LLC may charge all unpaid fees to Renter's credit/debit card on file without advance notice to Renter.
2. All unpaid fees, expenses, etc. shall accrue interest at the rate of nine percent (9%) per annum.
3. No individuals under 16 years of age or those without a valid license shall be allowed or permitted to operate any side by side, Razor, four-wheeler, ATV or similar device upon the real property owned or leased by Shorehaven, LLC. Similarly, no such person shall be allowed or permitted to operate a boat, wave runner or other similar device of any kind upon the waters immediately adjacent to said property.
4. Any violation of the Agreement or these Rules and Policies shall first be addressed with a warning. A second violation shall result in a \$50.00 fine. A third violation shall warrant immediate termination of the Agreement and removal from the premises. No fees or rental payments shall be refunded under such circumstances.
5. I/We agree and understand that floating on the river or accessing the property of Shorehaven, LLC a purely voluntary, recreational activity and that if I/We are not willing to acknowledge the risk and agree not to sue, I should not go floating or access the property.
6. **IN CONSIDERATION OF THE ABOVE AND BEING ALLOWED TO PARTICIPATE IN THE FLOATING, ACCESSING THE RIVER OR ACCESSING THE PROPERTY OF SHOREHAVEN, LLC, I/WE AGREE THAT I/WE WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY BOTH 30 BRIDGE OUTFITTERS, LLC AND SHOREHAVEN, LLC, THEIR MEMBERS, OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES IF I/WE OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE FLOATING FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I/WE CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE ON THE PART OF THE FLOATING FACILITY.**
7. I/We further agree that I/We **WILL INDEMNIFY AND HOLD HARMLESS 30 BRIDGE OUTFITTERS, LLC AND SHOREHAVEN, LLC, THEIR MEMBERS, OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES** from any loss, liability, damages or cost of any kind that it may incur as the result of any injury to myself or to any member of my family or to any person for whom I am explaining that meaning of this

Agreement, even if it is contended that any such injury was caused by the NEGLIGENCE on the part of the floating facility.

8. I/We agree to warrant, defend and indemnify 30 Bridge Outfitters, LLC, Shorehaven, LLC and all of their respective members, directors, officers, employees, agents, successors and assigns from any and all liability, personal injury or other damages sustained as a result or in connection with our use of the property (both real and personal) and our float trip. Furthermore, on behalf of my estate, heirs and beneficiaries, I waive any and all liability and right to damages which may arise in any situation with respect to our use of the property (both real and personal) and my float trip.
9. Should any litigation arise in connection with this Agreement, use of the real or personal property belonging to 30 Bridge Outfitters, LLC or Shorehaven, LLC, or any alleged damages or personal injuries, I/We agree to submit to the jurisdiction of the State of Missouri and that venue shall lie exclusively in the Circuit Court of Franklin County, Missouri.
10. It is further agreed that should litigation arise in connection with this Agreement, or in any way touching upon this Agreement, or related to collection of rent, damages to equipment or land, enforcement of any rights pertaining to 30 Bridge Outfitters, LLC or Shorehaven, LLC, or the defense of any claim for damages arising in connection with or related to this Agreement, my use of the real and personal property or damages alleged sustained by me or my guests, I/We shall be responsible for all collection fees, litigation expenses (including payment of expert witness fees) and attorney fees incurred by either or both 30 Bridge Outfitters, LLC or Shorehaven, LLC.
11. No waiver of failure to enforce any term of this Agreement, including the Rules and Policies, shall constitute a future waiver or right to seek enforcement of these conditions.
12. Neither the Agreement nor these Rules and Policies shall be modified by any oral representations of the parties.
13. I/We agree that this Agreement is not assignable and that we will not sublet any of the equipment or real property covered by this Agreement.
14. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
15. Electronically generated, reproduced, copied or facsimile signatures are effective as an original.

Name (print): _____

Signature: _____

Dated: _____