

30 BRIDGE OUTFITTERS
2024 BOAT LAUNCH PASS AGREEMENT

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone Number: _____

Email: _____

Make, Model and VIN of Vehicle/Boat: _____

I. TERM: From: 04/01/2024 TO: 03/31/2025

II. RENT: \$155.00 ONLINE CREDIT CARD **NON-REFUNDABLE**

CREDIT: \$155 purchased online _____ **\$150 Cash** _____ **\$150 Check** _____

III. RULES: The above pass holder agrees to abide by the rules and conditions below and the attached statement of Rules and Policy.

1. This is a boat launch pass for temporary use only.
2. **Parking Pass must be displayed on dash or front window at all times.**
3. All pets are to be on a leash. Clean up after your pets.
4. This pass is good for the individual and boat identified above only. It does not allow any additional boats.
5. You must carry liability insurance on your vehicle and boat at all times. 30 Bridge Outfitters are not responsible for stolen or damaged property.
6. Park your vehicle in the designated parking area.
7. You are responsible for your guests.
8. You are responsible for cleaning up after yourself. No littering.
9. Electronically generated, reproduced, copied or facsimile signatures are effective as an original.
10. This excludes special events.
11. **Giving out the gate code will result in violation.** Violation shall warrant immediate termination of the Agreement and removal from the premises. No fees or rental payments shall be refunded under such circumstances.

30 Bridge Outfitters has the right to terminate this agreement at any time if rules are not followed by.

I have read the 30 Bridge Outfitters Rules and Policies, which are incorporated herein by reference, and agree that my group will observe these Rules and Policies for the duration of our stay. I understand and agree that the Rules and Policies may be amended from time to time without advance notice to me. It is understood that 30 Bridge Outfitters assumes no responsibility for any loss, injury, or damage to person or property which may be sustained during the term of this agreement.

Tenant Signature: _____ Date: _____

Agent: _____ Date: _____

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.

Initial: _____

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.
16. **WARNING** Under Missouri law, 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.

Name (print): _____

Signature: _____

Dated: _____

Initial: _____