



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
BEACH CHAIR (BC) PROGRAM USER AGREEMENT (PAGE 1 OF 2)

CONTACT INFORMATION

STATE PARK/HISTORIC SITE			
PARTICIPANT NAME		DATE OF BIRTH	
ADDRESS	CITY	STATE	ZIP
CONTACT PHONE NUMBER		CONTACT EMAIL ADDRESS	

TERMS OF USE

In consideration for the opportunity to utilize the Beach chair (BC) I agree as follows:

- I understand and agree to the following user guidelines:**
 - Only one person is allowed on the BC at any time.
 - Weight Limit for BC is 253 pounds.
 - The BC and its user must be accompanied by a companion capable of always assisting with navigating DNR property and in the water.
 - If you require assistance with operation of the BC, chair to chair transfer, or other medical or personal issues, you must be accompanied by a qualified caregiver, relative or friend that can provide necessary assistance.
 - Neglectful use is defined as using the BC outside of designated area.
 - BC must be always used safely and responsibly.
 - In the event of severe weather or act of nature, park staff have the right to refuse the rental of the BC for safety reasons.
 - The BC is not designed to be used in moving waters or waterways.
 - Park staff have the right to refuse the use of the BC at any Missouri State Park or Historic Site at any time.
 - Use of the BC is purely recreational. Use of the BC for commercial purposes is prohibited.
- The signature below indicates that I understand that this entire document and have read and agreed to all the conditions and limitations therein. In case of emergency, it is my responsibility to seek help for myself, my minor and/or ward by returning to the location where the Beach Chair was checked out as quickly as possible.**
- I understand that it is my sole responsibility to move and maneuver the Beach Chair and to return it in working condition. Park staff may not under any circumstance assist with Beach Chair transfers to or from the Beach Chair unless for the purpose of emergency retrieval. Any necessary assistance adjusting the Beach Chair or assisting with transfers is the responsibility of my qualified caregiver, relative or friend to provide assistance.**
- I understand that the Beach Chair is only permitted on designated areas and agree to remain within these allowed areas. I understand that I will be personally financially responsible for any and all damages to the Beach Chair arising from negligence or the violation of any agreements in this document.**

ACKNOWLEDGEMENT OF RISKS AND AGREEMENT NOT TO SUE

I understand and acknowledge that outdoor recreation activities such as the use of the Beach Chair (BC) in an outdoor environment is inherently dangerous and risky and that all of these risks can cause serious and even fatal injuries. I understand that the use of the Beach Chair involves the use of mobility equipment in an outdoor recreation environment. I understand that the risks of the use of the Beach Chair in an outdoor environment for recreation activities and the use of mobility equipment include, but are not limited to: property damage, bodily injury (including cuts, lacerations, strains, fractures, and illness, drowning), and death. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, staff decision making (including that staff may misjudge terrain and water levels, weather, or location), and such other risks, hazards and dangers that take place in a water or outdoor environment. I also acknowledge and understand that I am accepting AS IS the Beach Chair and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the Beach Chair (BC). I agree and understand that the mobility equipment in an outdoor recreation environment and the use of the Beach Chair is a purely voluntary, recreational activity, and that if I am not willing to acknowledge the risk and agree not to sue, I should not participate. IN CONSIDERATION OF THE ABOVE AND OF BEING ALLOWED TO PARTICIPATE IN THE BEACH CHAIR PROGRAM AND/OR USE OF ASSOCIATED EQUIPMENT, I AGREE THAT I WILL NOT SUE AND WILL RELEASE, WAIVE, AND DISCHARGE FROM ANY AND ALL LIABILITY, THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, ITS EMPLOYEES, OFFICERS, VOLUNTEERS AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES OR OTHERWISE, WHICH MAY ARISE OUT OF MY USE OF RECREATIONAL EQUIPMENT OR MY PARTICIPATION IN ALL OUTDOOR RECREATION ACTIVITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE ON THE PART OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, ITS EMPLOYEES, OFFICIALS, VOLUNTEERS, OR AGENTS.

I further agree that I will DEFEND, INDEMNIFY AND HOLD HARMLESS THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, ITS EMPLOYEES, OFFICERS, VOLUNTEERS, AND AGENTS 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 the meaning of this agreement, or as the result of any property damage, wrongful death, loss of service, or otherwise, even if it is contended that any such loss, liability, damages, or cost was caused by the negligence on the part of the Missouri Department of Natural Resources, its employees, officials, volunteers, or agents.

I hereby agree to follow all state and federal laws, rules, regulations, and instructions of the Missouri Department of Natural Resources staff. I agree to wear all safety equipment, including a Coast Guard-approved life jacket or device, if applicable, at all times during the activity. I also certify I am physically and mentally



INSURANCE/LIABILITY

capable of participating in these activities or if I require assistance, I will be accompanied by a qualified caregiver, friend or relative to provide such, at my own discretion and expense.

I give the Missouri Department of Natural Resources, its officials, agents, volunteers and employees permission to treat myself or any minor or ward on whose behalf I have signed this Agreement, in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for myself or any minor or ward on whose behalf I have signed this Agreement, I understand and agree that such expenses are solely my responsibility and not that of the Missouri Department of Natural Resources.

The Missouri Department of Natural Resources has my permission to publish, in any form, any photograph taken during my participation in the Beach Chair program. I agree that I am not due any payment from the Missouri Department of Natural Resources for publishing these photographs.

I understand that this Agreement is governed by the laws of the State of Missouri. I further agree that if any part of this Agreement is determined unenforceable, all other parts shall be given full force and effect.

I have read and understand the foregoing Acknowledgement of Risks and Agreement Not to Sue. I understand by reading this that I may be giving up the rights of any legal heirs or assigns to sue as well as giving up my own right to sue. In signing, this Acknowledgement of Risks and Agreement Not to Sue, I agree to be bound by its terms.

SIGNATURES FOR PERMIT

PARTICIPANT PRINT NAME

PARTICIPANT SIGNATURE

DATE

IF THE PARTICIPANT IS UNDER AGE 18 (MINOR) OR A WARD

I am assuming the stated risks and entering into this Acknowledgment of Risks and Agreement Not to Sue on behalf of the minor(s) or ward(s) named below, as well as myself, and I am agreeing to its terms on his or her behalf, as well as his or her heirs, executors, administrators and assigns.

LEGAL GUARDIAN PRINT NAME

LEGAL GUARDIAN SIGNATURE

DATE

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable?

- YES
- NO

Would you like to receive information and assistance regarding the agency's veteran services?

For information visit <http://mostateparks.com/CitizensMilitaryService>, or send an email to moparks@dnr.mo.gov or call 800-344-6946.

- YES
- NO