

Agreement for Lake of the Ozarks Shootout

1. In consideration for receiving permission to participate in the Lake of the Ozarks Shootout, Inc., I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT TO NOT SUE, Lake of the Ozarks, Shootout, Inc., Buccaneer Bay, LLC, and Buccaneer Restaurant, LLC, their officers, agents, servants, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, action, and cause of action whatsoever arising out of or related to any loss, damage, injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity. I hereby elect voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY, DAMAGE, OR PERSONAL INJURY INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity WHETHER CAUSED BY NEGLIGENCE OR RELEASES OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees that maybe incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. I understand that Lake of the Ozarks Shootout Inc., Buccaneer Bay LLC, and Buccaneer Restaurant LLC do not cover insurance for participants, covering any circumstances arising from my participation in the event or any activity associated with or facilitating that participation. As such, I am ware that I should review my personal insurance policy.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse if I am alive, and my heirs, assigns, and personal representative if I am deceased, and shall be deemed as RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE THE ABOVE NAMED RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construction in accordance with the law of the State of Missouri.
6. In SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as own free at and deed. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made. I am at least eighteen (18) years of age and fully competent execute the Release fully intending to be bound by the same.