



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 DIVISION OF STATE PARKS  
**TRACKCHAIR (TC) 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 Trackchair (TC) I agree as follows:

- I understand and agree to the following user guidelines:**
  - Only one person is allowed on the TC at any time.
  - Seat belt is required.
  - Controls must be in the off position before sitting in the TC and before getting out of the chair.
  - Stair climbing or steep inclines that could cause the TC to tip over are not permitted.
  - The TC and its user must be accompanied by a companion capable of assisting with navigating DNR property at all times.
  - If you require assistance with operation of the TC, 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 TC outside of designated trails or area.
  - TC must be used safely and responsibly at all times.
  - The TC cannot be used in the rain. If it is raining, you will need to contact the park or site office and reschedule your reservation.
  - In the event of severe weather or act of nature, park staff have the right to refuse the reservation of the TC for safety reasons.
  - Park staff have the right to cancel reservations on and refuse the use of rider at any Missouri State Park or Historic Site at any time.
  - Use of the TC is purely recreational. Use of the TC 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 chair was checked out as quickly as possible.**
- I understand that it is my sole responsibility to move and maneuver the TC around the park and to return it in working condition. Park staff may not under any circumstance assist with chair transfers to or from the chair unless for the purpose of emergency retrieval. Any necessary assistance adjusting the chair or assisting with transfers is the responsibility of my qualified caregiver, relative or friend to provide assistance.**
- I understand that the TC is only permitted on designated trails as shown on the map, and agree to remain within these allowed areas. I understand that I will be personally financially responsible for any and all damages to the TC arising from negligence or the violation of any agreements in this document.**

**INSURANCE/LIABILITY**

I understand and acknowledge that outdoor recreation activities such as the use of the Trackchair (TC) 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 Trackchair involves the use of mobility equipment in an outdoor recreation environment. I understand that the risks of the use of the Trackchair 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), 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, weather, trail or route location, and elevation level), and such other risks, hazards and dangers that take place in a wilderness or outdoor environment. I also acknowledge and understand that I am accepting AS IS the Trackchair and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the Trackchair (TC). I agree and understand that the mobility equipment in an outdoor recreation environment and the use of the Trackchair 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 TRACKCHAIR 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 provided to me at all times during the activity. I also certify I am physically and mentally 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.



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**INSURANCE/LIABILITY**

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 Trackchair (TC) program. I agree that I am not due any payment from the Missouri Department of Natural Resources for publishing these photographs.

I understand that each TC is equipped with a GPS tracking device to be used to better manage and protect the TC. I consent to the use of the GPS tracking device. I agree to not tamper with, or the unauthorized removal of the GPS tracking device from the TC.

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 Acknowledgment 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 Acknowledgment of Risks and Agreement Not to Sue, I agree to be bound by its terms.

**SIGNATURES FOR PERMIT**

PARTICIPANT PRINT NAME

PARTICIPANT SIGNATURE	DATE
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**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
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*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?*

YES  
 NO

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