

FIRST REGULAR SESSION

[PERFECTED]

HOUSE COMMITTEE SUBSTITUTE FOR

HOUSE BILL NO. 922

101ST GENERAL ASSEMBLY

1469H.02P

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To repeal sections 211.261, 287.120, 435.415, 490.715, 516.120, 516.140, and 537.065, RSMo, and to enact in lieu thereof eighteen new sections relating to civil actions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 211.261, 287.120, 435.415, 490.715, 516.120, 516.140, and 537.065, RSMo, are repealed and eighteen new sections enacted in lieu thereof, to be known as sections 162.012, 170.038, 211.261, 287.120, 435.415, 490.715, 516.099, 516.120, 516.140, 537.065, 537.328, 537.771, 537.880, 537.882, 537.884, 537.886, 537.888, and 537.890, to read as follows:

162.012. 1. For purposes of this section, the following terms mean:

(1) "School-sponsored activity", any activity sponsored by a school including, but not limited to, participation in a work-based learning program in which training or work activities are conducted at the premises of or under the direction of an employer participating in the program;

(2) "Work-based learning program", the same meaning given to the term in section 170.038.

2. The school board of any school district may purchase insurance contracts to insure against loss, damages, or expenses incident to a claim arising out of the sickness, bodily injury, or death by accident of any student injured on school premises or during school-sponsored activities. For purposes of this subsection, travel to and from any work-based learning program shall constitute a school-sponsored activity.

3. The school board of any school district may purchase insurance contracts for the benefit of students to insure against loss resulting from the loss of, theft of, or damage to

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

15 the personal property of students while on school premises or during school-sponsored
16 activities.

170.038. 1. For purposes of this section, the following terms mean:

2 (1) "Secondary education", education of students who attend secondary schools;

3 (2) "Secondary school", a public school giving instruction in a grade or grades not
4 lower than the sixth nor higher than the twelfth grade;

5 (3) "Work-based learning program", a learning program in a secondary education
6 curriculum that:

7 (a) Includes, but is not limited to, work study, on-the-job training, job shadowing,
8 internships, clinicals, practicums, cooperative projects, and industry-led service-learning
9 projects;

10 (b) Is incorporated into coursework or related to a specific field of study; and

11 (c) Integrates knowledge and theory learned in the classroom with the practical
12 application and development of technical skills and proficiencies in a professional work
13 setting.

14 2. An employer who accepts a secondary school student in a work-based learning
15 program shall not be subject to civil liability for any claim arising from the student's
16 negligent act or omission.

17 3. Nothing in this section shall provide immunity for gross negligence or willful
18 misconduct.

211.261. 1. An appeal shall be allowed to the child from any final judgment, order or
2 decree made under the provisions of this chapter and may be taken on the part of the child by its
3 parent, guardian, legal custodian, spouse, relative or next friend. An appeal shall be allowed to
4 a parent from any final judgment, order or decree made under the provisions of this chapter
5 which adversely affects him. An appeal shall be allowed to the juvenile officer from any final
6 judgment, order or decree made under this chapter, except that no such appeal shall be allowed
7 concerning a final determination pursuant to subdivision (3) of subsection 1 of section 211.031.
8 Notice of appeal shall be filed within thirty days after the final judgment, order or decree has
9 been entered but neither the notice of appeal nor any motion filed subsequent to the final
10 judgment acts as a supersedeas unless the court so orders.

11 2. Notwithstanding the provisions of subsection 1 of this section, an appeal shall be
12 allowed to the:

13 (1) Juvenile officer from any order suppressing evidence, a confession or an admission,
14 in proceedings under subdivision (3) of subsection 1 of section 211.031; or

15 (2) Parent, guardian ad litem, or juvenile officer from any order changing or
16 modifying the placement of a child.

17 3. The appeal provided for in subsection 2 of this section shall be an interlocutory
18 appeal, filed in the appropriate district of the Missouri court of appeals. Notice of such
19 interlocutory appeal shall be filed within three days of the entry of the order of trial court; the
20 time limits applicable to such appeal shall be the same as in interlocutory appeals allowed to the
21 state in criminal cases.

287.120. 1. Every employer subject to the provisions of this chapter shall be liable,
2 liable, irrespective of negligence, to furnish compensation under the provisions of this chapter
3 for personal injury or death of the employee by accident or occupational disease arising out of
4 and in the course of the employee's employment. Any employee of such employer shall not be
5 liable for any injury or death for which compensation is recoverable under this chapter and every
6 employer and employees of such employer shall be released from all other liability whatsoever,
7 whether to the employee or any other person, except that an employee shall not be released from
8 liability for injury or death if the employee engaged in ~~[an affirmative negligent act that~~
9 ~~purposefully and dangerously caused or increased the risk of injury]~~ **a willful act with the intent**
10 **to cause bodily injury or death.** The term "accident" as used in this section shall include, but
11 not be limited to, injury or death of the employee caused by the unprovoked violence or assault
12 against the employee by any person.

13 2. The rights and remedies herein granted to an employee shall exclude all other rights
14 and remedies of the employee, the employee's spouse, parents, personal representatives,
15 dependents, heirs or next kin, at common law or otherwise, on account of such injury or death
16 by accident or occupational disease, except such rights and remedies as are not provided for by
17 this chapter.

18 3. No compensation shall be allowed under this chapter for the injury or death due to the
19 employee's intentional self-inflicted injury, but the burden of proof of intentional self-inflicted
20 injury shall be on the employer or the person contesting the claim for allowance.

21 4. Where the injury is caused by the failure of the employer to comply with any statute
22 in this state or any lawful order of the division or the commission, the compensation and death
23 benefit provided for under this chapter shall be increased fifteen percent.

24 5. Where the injury is caused by the failure of the employee to use safety devices where
25 provided by the employer, or from the employee's failure to obey any reasonable rule adopted
26 by the employer for the safety of employees, the compensation and death benefit provided for
27 herein shall be reduced at least twenty-five but not more than fifty percent; provided, that it is
28 shown that the employee had actual knowledge of the rule so adopted by the employer; and
29 provided, further, that the employer had, prior to the injury, made a reasonable effort to cause
30 his or her employees to use the safety device or devices and to obey or follow the rule so adopted
31 for the safety of the employees.

32 6. (1) Where the employee fails to obey any rule or policy adopted by the employer
33 relating to a drug-free workplace or the use of alcohol or nonprescribed controlled drugs in the
34 workplace, the compensation and death benefit provided for herein shall be reduced fifty percent
35 if the injury was sustained in conjunction with the use of alcohol or nonprescribed controlled
36 drugs.

37 (2) If, however, the use of alcohol or nonprescribed controlled drugs in violation of the
38 employer's rule or policy is the proximate cause of the injury, then the benefits or compensation
39 otherwise payable under this chapter for death or disability shall be forfeited.

40 (3) The voluntary use of alcohol to the percentage of blood alcohol sufficient under
41 Missouri law to constitute legal intoxication shall give rise to a rebuttable presumption that the
42 voluntary use of alcohol under such circumstances was the proximate cause of the injury. A
43 preponderance of the evidence standard shall apply to rebut such presumption. An employee's
44 refusal to take a test for alcohol or a nonprescribed controlled substance, as defined by section
45 195.010, at the request of the employer shall result in the forfeiture of benefits under this chapter
46 if the employer had sufficient cause to suspect use of alcohol or a nonprescribed controlled
47 substance by the claimant or if the employer's policy clearly authorizes post-injury testing.

48 (4) Any positive test result for a nonprescribed controlled drug or the metabolites of such
49 drug from an employee shall give rise to a rebuttable presumption, which may be rebutted by a
50 preponderance of evidence, that the tested nonprescribed controlled drug was in the employee's
51 system at the time of the accident or injury and that the injury was sustained in conjunction with
52 the use of the tested nonprescribed controlled drug if:

53 (a) The initial testing was administered within twenty-four hours of the accident or
54 injury;

55 (b) Notice was given to the employee of the test results within fourteen calendar days
56 of the insurer or group self-insurer receiving actual notice of the confirmatory test results;

57 (c) The employee was given an opportunity to perform a second test upon the original
58 sample; and

59 (d) The initial or any subsequent testing that forms the basis of the presumption was
60 confirmed by mass spectrometry using generally accepted medical or forensic testing procedures.

61 7. Where the employee's participation in a recreational activity or program is the
62 prevailing cause of the injury, benefits or compensation otherwise payable under this chapter for
63 death or disability shall be forfeited regardless that the employer may have promoted, sponsored
64 or supported the recreational activity or program, expressly or impliedly, in whole or in part. The
65 forfeiture of benefits or compensation shall not apply when:

66 (1) The employee was directly ordered by the employer to participate in such recreational
67 activity or program;

68 (2) The employee was paid wages or travel expenses while participating in such
69 recreational activity or program; or

70 (3) The injury from such recreational activity or program occurs on the employer's
71 premises due to an unsafe condition and the employer had actual knowledge of the employee's
72 participation in the recreational activity or program and of the unsafe condition of the premises
73 and failed to either curtail the recreational activity or program or cure the unsafe condition.

74 8. Mental injury resulting from work-related stress does not arise out of and in the course
75 of the employment, unless it is demonstrated that the stress is work related and was extraordinary
76 and unusual. The amount of work stress shall be measured by objective standards and actual
77 events.

78 9. A mental injury is not considered to arise out of and in the course of the employment
79 if it resulted from any disciplinary action, work evaluation, job transfer, layoff, demotion,
80 termination or any similar action taken in good faith by the employer.

81 10. The ability of a firefighter to receive benefits for psychological stress under section
82 287.067 shall not be diminished by the provisions of subsections 8 and 9 of this section.

435.415. **1. Except as provided in subsection 2 of this section,** upon the granting of
2 an order confirming, modifying or correcting an award, judgment or decree shall be entered in
3 conformity therewith and be enforced as any other judgment or decree. Costs of the application
4 and of the proceedings subsequent thereto, and disbursements may be awarded by the court.

5 **2. Any arbitration award or any judgment or decree entered on an arbitration**
6 **award shall not be binding on any liability insurer, shall not be admissible in evidence in**
7 **any lawsuit against any liability insurer for any party to an arbitration award, and shall**
8 **not provide the basis for any judgment or decree, including any garnishment, against any**
9 **liability insurer, unless the liability insurer has agreed in writing to the arbitration**
10 **proceeding. Any arbitration award or any judgment or decree confirming, modifying, or**
11 **correcting any arbitration award shall not be subject to garnishment, enforcement, or**
12 **collection from any liability insurer unless the liability insurer has agreed in writing to the**
13 **written arbitration agreement. Unless otherwise required by its insurance contract, a**
14 **liability insurer's election not to participate in an arbitration proceeding shall not**
15 **constitute, nor be construed to be, bad faith. This section shall not apply to any arbitration**
16 **required by statute or arising out of an arbitration agreement preceding the date of the**
17 **injury or loss that is the subject of the arbitration.**

18 **3. As used in this section, the term "insurer" shall include any entity authorized to**
19 **transact liability insurance business in this state including, but not limited to, any liability**
20 **insurance company organized, incorporated, or doing business under the provisions of**
21 **chapter 379, any entity formed under section 537.620, any entity that is subject to sections**

22 **537.700 to 537.756, or any entity that provides risk management services to any public or**
23 **private entity.**

490.715. 1. No evidence of collateral sources, or payments rendered under subsection
2 of this section, shall be admissible other than such evidence provided for in this section.

3 2. If prior to trial a defendant or his or her insurer or authorized representative, or any
4 combination of them, pays all or any part of a plaintiff's special damages, then any portion of a
5 plaintiff's claims for special damages that are satisfied by a payment from a defendant or the
6 defendant's insurer or authorized representative, or any combination of them, are not recoverable
7 from that defendant.

8 3. If such payments described in subsection 2 of this section are included in a plaintiff's
9 claim for special damages at trial, the defendant who made the payment, or on whose behalf the
10 payment was made, shall be entitled to deduct and receive a credit for such payments from any
11 judgment as provided for in section 490.710.

12 4. This section does not require the exclusion of evidence admissible for another proper
13 purpose.

14 5. (1) Except as provided in subsection 2 of this section, ~~[parties]~~ **in any action wherein**
15 **a plaintiff seeks to recover for personal injury, bodily injury, or death, any party** may
16 introduce evidence of the actual cost of the medical care or treatment rendered to a plaintiff, or
17 ~~[a patient whose care is at issue]~~ **to the person for whose injury or death plaintiff seeks to**
18 **recover.** Actual cost of the medical care or treatment shall be reasonable, necessary, and a
19 proximate result of the negligence or fault of any party.

20 (2) For purposes of this subsection, the phrase "actual cost of the medical care or
21 treatment" shall be defined as a sum of money not to exceed the dollar amounts paid by or on
22 behalf of a plaintiff, or a patient whose care is at issue **in a plaintiff's case**, plus any remaining
23 dollar amount necessary to satisfy the financial obligation, **including valid outstanding liens**,
24 for medical care or treatment by a health care provider after adjustment for any contractual
25 discounts, price reduction, or write-off by any person or entity.

26 (3) **No party shall introduce evidence of the amount billed for medical care or**
27 **treatment rendered to a plaintiff or a patient whose care is at issue in a plaintiff's case if**
28 **the amount billed has been discounted pursuant to any contract, price reduction, or write**
29 **off by any person or entity, or satisfied by payment of an amount less than the amount**
30 **billed for that medical care or treatment.**

31 6. **The actual cost of medical care or treatment rendered to a plaintiff, or a patient**
32 **whose care is at issue in a plaintiff's case, and discounts pursuant to any contract, price**
33 **reduction, or write off shall be admissible evidence relevant to the potential cost of future**

34 treatment of the same type or kind to that plaintiff or patient whose care is at issue in a
35 plaintiff's case.

516.099. 1. Any action to recover damages for economic loss, personal injury,
2 property damage, or wrongful death arising out of a defective or unsafe condition of any
3 product that is sold, leased, or otherwise placed in the stream of commerce, or arising out
4 of the negligent design, manufacture, sale, or distribution of any such product shall be
5 commenced within fifteen years of the date on which such product is first sold or leased to
6 any person or otherwise placed into the stream of commerce.

7 2. This section shall apply to all actions falling within it, whether arising under the
8 common law or by operation of statute; except that, if an action within this section is
9 barred by another provision of law, such other provision of law shall govern.

10 3. This section shall not apply:

11 (1) To any action brought with respect to a product that is real property or an
12 improvement to real property;

13 (2) If the person against whom an action is brought has knowingly concealed any
14 defective or unsafe condition in the product that is the subject of the action, or has
15 knowingly concealed any negligence in the product's construction, manufacture, sale,
16 distribution, or placing into the stream of commerce, and if any matter so concealed
17 directly resulted in the economic loss, personal injury, property damage, or wrongful death
18 for which the action is brought;

19 (3) If a manufacturer, lessor, seller, or person who first placed a product in the
20 stream of commerce against whom an action within this section is brought brings an action
21 for indemnity or contribution against a person who is or may be liable to such person for
22 all or any portion of any judgment rendered against such person, in which event such
23 action for indemnity or contribution shall not be barred by this section;

24 (4) If a manufacturer, lessor, seller, or person who first placed a product in the
25 stream of commerce has stated in a written warranty or an advertisement to the public that
26 the product has an expected useful life for a period certain that is greater than fifteen
27 years, in which event any action that is otherwise within this section and is not barred by
28 any other provision of law shall be brought no later than two years following the expiration
29 of that period certain;

30 (5) To any action regarding negligent service or negligent maintenance of a
31 product;

32 (6) To any action regarding a defective or unsafe condition of a product if the
33 product is subject to a government mandated product recall related to consumer safety,

34 provided that the action shall be limited to the extent that the subject of the action and the
 35 underlying reason for the recall are the same;

36 (7) To any action regarding a defective or unsafe condition of a product causing a
 37 respiratory or malignant disease with a latency of more than fifteen years. No action shall
 38 be commenced under this subdivision based upon strict product liability, or negligence
 39 against a seller of a product, in which the product is alleged to contain or possess a
 40 defective condition unreasonably dangerous to the buyer, user, or consumer, unless such
 41 seller is also the manufacturer of the product claimed to be defective; or

42 (8) Notwithstanding subdivision (4) of this subsection, to any action against a
 43 manufacturer of a mechanical device where the harm occurred during the useful safe life
 44 of the product. In determining whether a product's useful safe life has expired, the trier
 45 of fact may consider:

46 (a) The amount of wear and tear to which the product had been subject;

47 (b) The effect of deterioration from natural causes, and from climate and other
 48 conditions under which the product was used or stored;

49 (c) The normal practices of the user, similar users, and the product seller with
 50 respect to the circumstances, frequency, and purposes of the product's use, and with
 51 respect to repairs, renewals, and replacements;

52 (d) Any representations, instructions, or warnings made by the product
 53 manufacturer concerning proper maintenance, storage, and use of the product or the
 54 expected useful safe life of the product; and

55 (e) Any modification or alteration of the product by a user or third party.

56 4. This section shall apply to all civil actions commenced on or after August 28,
 57 2021, or any new causes of action asserted in civil actions pending on that date; except that,
 58 any cause of action falling within this section that accrued on or before August 28, 2021,
 59 may, in any event, be brought no later than August 28, 2022, unless barred by another
 60 provision of law.

516.120. Within five years:

2 (1) All actions upon contracts, obligations or liabilities, express or implied, except those
 3 mentioned in section 516.110 and section 516.140, and except upon judgments or decrees of a
 4 court of record, and except where a different time is herein limited;

5 (2) An action upon a liability created by a statute other than a penalty or forfeiture;

6 (3) An action for trespass on real estate;

7 (4) An action for taking, detaining or injuring any goods or chattels, including actions
 8 for the recovery of specific personal property[, or for any other injury to the person or rights of
 9 another, not arising on contract and not herein otherwise enumerated];

10 (5) An action for relief on the ground of fraud, the cause of action in such case to be
11 deemed not to have accrued until the discovery by the aggrieved party, at any time within ten
12 years, of the facts constituting the fraud.

516.140. Within two years:

2 (1) An action for libel, slander, injurious falsehood, assault, battery, false imprisonment,
3 criminal conversation, malicious prosecution or actions brought under section 290.140[-] ;

4 (2) An action by an employee for the payment of unpaid minimum wages, unpaid
5 overtime compensation or liquidated damages by reason of the nonpayment of minimum wages
6 or overtime compensation, and for the recovery of any amount under and by virtue of the
7 provisions of the Fair Labor Standards Act of 1938 and amendments thereto, such act being an
8 act of Congress, shall be brought within two years after the cause accrued;

9 (3) **An action for any injury to the person or rights of another, not arising on**
10 **contract and not otherwise provided for by law, including actions for personal injury or**
11 **bodily injury;**

12 (4) **An action against an insurer relating to uninsured motorist coverage or**
13 **underinsured motorist coverage, including any action to enforce such coverage.**

537.065. 1. Any person having an unliquidated claim for damages against a tort-feasor[;]
2 on account of personal injuries, bodily injuries, or death[; ~~provided that, such tort-feasor's insurer~~
3 ~~or indemnitor has the opportunity to defend the tort-feasor without reservation but refuses to do~~
4 ~~so,]~~ may enter into a contract with such tort-feasor or any insurer on his or her behalf or both **if**
5 **the insurer has refused to withdraw a reservation of rights or declined coverage for such**
6 **unliquidated claim**, whereby, in consideration of the payment of a specified amount, the person
7 asserting the claim agrees that in the event of a judgment against the tort-feasor, neither such
8 person nor any other person, firm, or corporation claiming by or through him or her will levy
9 execution, by garnishment or as otherwise provided by law, except against the specific assets
10 listed in the contract and except against any insurer which insures the legal liability of the tort-
11 feasor for such damage and which insurer is not excepted from execution, garnishment or other
12 legal procedure by such contract. Execution or garnishment proceedings in aid thereof shall lie
13 only as to assets of the tort-feasor specifically mentioned in the contract or the insurer or insurers
14 not excluded in such contract. Such contract, when properly acknowledged by the parties
15 thereto, may be recorded in the office of the recorder of deeds in any county where a judgment
16 may be rendered, or in the county of the residence of the tort-feasor, or in both such counties, and
17 if the same is so recorded then such tort-feasor's property, except as to the assets specifically
18 listed in the contract, shall not be subject to any judgment lien as the result of any judgment
19 rendered against the tort-feasor, arising out of the transaction for which the contract is entered
20 into.

21 2. ~~[Before a judgment may be entered against any tort-feasor after such tort-feasor has~~
22 ~~entered into a contract under this section, the insurer or insurers shall be provided with written~~
23 ~~notice of the execution of the contract and shall have thirty days after receipt of such notice to~~
24 ~~intervene as a matter of right in any pending lawsuit involving the claim for damages.]~~ **If any**
25 **action seeking a judgment on the claim against the tort-feasor is pending at the time of the**
26 **execution of any contract entered into under this section, then, within thirty days after such**
27 **execution, the tort-feasor shall provide his or her insurer or insurers with a copy of the**
28 **executed contract and a copy of any such action. If any action seeking a judgment on the**
29 **claim against the tort-feasor is pending at the time of the execution of any contract entered**
30 **into under this section but is thereafter dismissed, then, within thirty days after the refiling**
31 **of that action or the filing of any subsequent action arising out of the claim for damages**
32 **against the tort-feasor, the tort-feasor shall provide his or her insurer or insurers with a**
33 **copy of the executed contract and a copy of the refiled or subsequently filed action seeking**
34 **a judgment on the claim against the tort-feasor. If no action seeking a judgment on the**
35 **claim against the tort-feasor is pending at the time of the execution of any contract entered**
36 **into under this section, then, within thirty days after the tort-feasor receives notice of any**
37 **subsequent action, by service of process or otherwise, the tort-feasor shall provide his or**
38 **her insurer or insurers with a copy of the executed contract and a copy of any action**
39 **seeking a judgment on the claim against the tort-feasor.**

40 3. **No judgment shall be entered against any tort-feasor after such tort-feasor has**
41 **entered into a contract under this section for at least thirty days after the insurer or**
42 **insurers have received written notice as provided in subsection 2 of this section.**

43 4. **Any insurer or insurers who receive notice under this section shall have the**
44 **unconditional right to intervene in any pending civil action involving the claim for damages**
45 **within thirty days after receipt of such notice. Upon intervention under this section, the**
46 **intervenor shall have all rights afforded to defendants under the Missouri rules of civil**
47 **procedure including, but not limited to, the right to conduct discovery, the right to engage**
48 **in motion practice, and the right to a trial by jury. The intervenor shall also have the right**
49 **to assert any rights or raise any defenses available to the tort-feasor and to assert any**
50 **rights or raise any defenses that would have been available to the tort-feasor in the absence**
51 **of the contract entered into under this section or other agreement between the parties to**
52 **that contract. However, nothing in this section shall alter or reduce the intervening**
53 **insurer's obligations to any insureds other than the tort-feasor, including any coinsureds**
54 **of the defendant tort-feasor.**

55 **5.** The provisions of this section shall apply to any covenant not to execute or any
56 contract to limit recovery to specified assets, regardless of whether it is referred to as a contract
57 under this section.

58 **6.** All terms of any covenant not to execute or of any contract to limit recovery to
59 specified assets, regardless of whether it is referred to as a contract under this section, shall
60 be in writing and signed by the parties to the covenant or contract. No unwritten term of
61 any covenant not to execute or of any contract to limit recovery to specified assets,
62 regardless of whether it is referred to as a contract under this section, shall be enforceable
63 against any party to the covenant or contract, the liability insurer of any party to the
64 covenant or contract, or any other person or entity.

65 ~~[4.]~~ **7.** Nothing in this section shall be construed to prohibit an insured from bringing a
66 separate action asserting that the insurer acted in bad faith. **In any such action for bad faith,**
67 **any agreement between the tort-feasor and insured, including any contract under this**
68 **section, shall be admissible in evidence. The exercise of any rights under this section shall**
69 **not constitute, nor be construed to be, bad faith.**

70 **8.** As used in this section, the term "insurer" shall include any entity authorized to
71 transact liability insurance business in this state including, but not limited to, any liability
72 insurance company organized, incorporated, or doing business under the provisions of
73 chapter 379, any entity formed under section 537.620, any entity that is subject to sections
74 537.700 to 537.756, or any entity that provides risk management services to any public or
75 private entity.

537.328. 1. As used in this section, the following terms mean:

2 **(1) "Camping", all aspects of visiting, staying at, using, and leaving a private**
3 **campground, including lodging of all types;**

4 **(2) "Inherent risks of camping", those dangers, hazards, or conditions that are an**
5 **integral part of camping including, but not limited to, the following:**

6 **(a) Features of the natural world, such as trees, tree stumps, naturally occurring**
7 **infectious agents, roots, brush, rocks, mud, sand, standing and moving water, and soil;**

8 **(b) Uneven and unpredictable terrain;**

9 **(c) Natural bodies of water and accessories permitting the use of natural bodies of**
10 **water, including piers, docks, swimming and aquatic sports, or recreation facilities or**
11 **areas;**

12 **(d) A lack of lighting, including lighting at campsites;**

13 **(e) Campfires contained in or outside a fire pit or an enclosure provided by the**
14 **private campground, bonfires, grass or brush fires, wildfires, and forest fires;**

15 **(f) Weather and weather-related events;**

- 16 (g) Insects, birds, and other wildlife;
- 17 (h) Animals of other campers or visitors that cause injury, unless the private
18 campground owner or an employee or officer of the private campground owner has
19 accepted responsibility for care of the animal;
- 20 (i) A violation of safety rules or a disregard for signs or other methods of
21 communicating warnings;
- 22 (j) Another camper or visitor at the private campground acting in a negligent
23 manner, if the private campground owner or an employee or officer of the private
24 campground owner is not involved;
- 25 (k) Actions by a camper or visitor that exceed his or her physical limitations or
26 abilities;
- 27 (l) Actions by a camper or visitor involving climbing, rappelling, caving,
28 mountaineering, or any other related activity;
- 29 (m) Damage caused by fireworks from a camper, visitor, or offsite entity not
30 authorized by the private campground owner or employee or officer of a private
31 campground owner; and
- 32 (n) Any person coming onto the campsite not reported to the private campground
33 owner or an employee or officer of the private campground owner;
- 34 (3) "Private campground", any parcel or tract of land, including buildings and
35 other structures, that is owned or operated by a private property owner where five or more
36 campsites are made available for use as temporary living quarters for recreational,
37 camping, travel, or seasonal use. The term "private campground" shall also include
38 recreational vehicle parks.
- 39 2. Except as provided in subsection 4 of this section, a private campground owner
40 or an employee or officer of a private campground owner shall not be liable for acts or
41 omissions related to camping at a private campground if a person is injured or killed or
42 property is damaged as a result of an inherent risk of camping.
- 43 3. This section shall not apply to any employer-employee relationship governed by
44 the provisions of chapter 287.
- 45 4. The provisions of subsection 2 of this section shall not prevent or limit liability
46 of a private campground owner or an employee or officer of a private campground owner
47 who:
- 48 (1) Intentionally causes the injury, death, or property damage;
- 49 (2) Acts with a willful or wanton disregard for the safety of the person or property
50 damaged. As used in this subdivision, "willful and wanton" means conduct committed
51 with an intentional or reckless disregard for the safety of others;

52 **(3) Fails to use that degree of care that an ordinarily careful and prudent person**
53 **would use under the same or similar circumstances; or**

54 **(4) Fails to conspicuously post warning signs of a dangerous, inconspicuous**
55 **condition known to the owner of the private campground, or his or her employees or**
56 **officers, on the property that the owner owns, leases, rents, or is otherwise in lawful control**
57 **of or in possession of if the owner, employee, or officer is aware of the condition by reason**
58 **of a prior injury involving the same location or the same mechanism of injury.**

59 **Such warning signs shall appear in black letters on a white background with each letter**
60 **to be a minimum of one inch in height.**

61 **5. Every written contract entered into by a private campground owner or an**
62 **employee or officer of a private campground owner shall contain, in clearly readable print,**
63 **the warning notice specified in this subsection. The signs described in subdivision (4) of**
64 **subsection 4 of this section and contracts described in this subsection shall contain the**
65 **following warning notice:**

66 **"WARNING**

67 **Under Missouri law, a private campground owner or an employee or officer of a**
68 **private campground owner is not liable for an injury to or the death of a person or any**
69 **property damage resulting from the inherent risks of camping under the Revised Statutes**
70 **of Missouri."**

537.771. 1. In any civil action for personal injury, death, or property damage
2 **caused by a product, regardless of the type of claims alleged or the theory of liability**
3 **asserted, the plaintiff shall prove, among other elements, that the defendant manufactured,**
4 **sold, or leased the particular product the use of which is alleged to have caused the injury**
5 **on which the claim is based and not a similar or equivalent product. Manufacturers,**
6 **sellers, or lessors of products not identified as having been used, ingested, or encountered**
7 **by an allegedly injured party shall not be held liable for any alleged injury. A person,**
8 **firm, corporation, association, partnership, or other legal or business entity that designs,**
9 **but does not manufacture, a product shall not be subject to liability for personal injury,**
10 **death, or property damage caused by the manufacturer's product, even if use of the design**
11 **is foreseeable.**

12 **2. This section shall not be intended to alter or affect any other principle of law,**
13 **including those that apply to successor entities, distributors, component manufacturers,**
14 **or manufacturers who use component parts in assembling products for sale as complete**
15 **units or those that apply to the operation of a contract, including a licensing agreement.**

537.880. 1. The provisions of sections 537.880 to 537.890 shall apply to asbestos actions filed on or after the effective date of such sections and to pending asbestos actions in which trial has not commenced as of such date.

2. The provisions of sections 537.880 to 537.890 shall not apply to asbestos actions filed by or on behalf for first responders. "First responder" shall be defined as any paid, volunteer, or retired firefighter, paramedic, or emergency medical technician.

3. As used in sections 537.880 to 537.890, unless the context clearly requires otherwise, the following words and terms shall mean:

(1) "Asbestos action", any claim for damages or other relief presented in a civil action arising out of, based on, or related to the health effects of exposure to asbestos and any derivative claim made by or on behalf of a person exposed to asbestos or a representative, spouse, parent, child, or other relative of that person, but does not include a claim for compensatory benefits under workers' compensation law or for veterans' benefits;

(2) "Asbestos trust", a government-approved or court-approved trust, qualified settlement fund, compensation fund, or claims facility created as a result of an administrative or legal action or a court-approved bankruptcy, or created under 11 U.S.C. Section 524(g), 11 U.S.C. Section 1121(a), or other applicable provision of law, that is intended to provide compensation to claimants arising out of, based on, or related to the health effects of exposure to asbestos;

(3) "Asbestos trust claim", any claim for compensation by an exposed person or the exposed person's representative against any asbestos trust;

(4) "Claimant", any person bringing an asbestos action or asserting an asbestos trust claim, including a personal representative if the asbestos action or asbestos trust claim is brought by an estate, or a conservator or next friend if the asbestos action or asbestos trust claim is brought on behalf of a minor or legally incapacitated individual. "Claimant" includes a claimant, counter-claimant, cross-claimant, or third-party claimant;

(5) "Exposed person", any person whose exposure to asbestos or to asbestos-containing products is the basis for an asbestos claim;

(6) "Trust claim materials", a final executed proof of claim and all documents and information, including copies of electronic data and emails submitted to or received from an asbestos trust by the claimant, including claim forms and supplementary materials; proofs of claim; affidavits; depositions and trial testimony of the claimant and others knowledgeable about the claimant's exposure history, work history, exposure allegations, and medical and health records; all documents that reflect the status of a claim against an

36 asbestos trust; and, if the claim has been settled, all documents relating to the settlement
37 of the trust claim;

38 (7) "Trust governance document", all documents that relate to eligibility and
39 payment levels, including claims payment matrices, trust distribution procedures, or plans
40 for reorganization for an asbestos trust;

41 (8) "Veterans' benefits", a program for benefits in connection with military service
42 administered by the Veterans' Administration under 38 U.S.C. Title 38;

43 (9) "Workers' compensation", a program administered by the United States or a
44 state to provide benefits, funded by a responsible employer or its insurance carrier, for
45 occupational diseases or injuries or for disability or death caused by occupational diseases
46 or injuries. "Workers' compensation" includes the Longshore and Harbor Workers'
47 Compensation Act, 33 U.S.C. Section 901 et seq., and the Federal Employees'
48 Compensation Act, 5 U.S.C. Chapter 81. "Workers' compensation" does not include the
49 Federal Employers' Liability Act of April 22, 1908, 45 U.S.C. Section 51 et seq.

537.882. 1. Within thirty days after an asbestos action is filed or within thirty days
2 of the effective date of this section for asbestos actions that are pending on that effective
3 date, the claimant shall:

4 (1) Provide the court and parties with a sworn statement signed by the claimant
5 and claimant's counsel indicating that an investigation has been conducted and that all
6 asbestos trust claims that can be made by the claimant or any person on the claimant's
7 behalf have been completed and filed. A deferral or placeholder claim that is missing
8 necessary documentation for the trust to pay the claim does not meet the requirements of
9 this section. The sworn statement shall indicate whether there has been a request to delay,
10 suspend, toll, withdraw, or otherwise alter the standing of any asbestos trust claim and
11 provide the status and disposition of each asbestos trust claim;

12 (2) Provide all parties with all trust claim materials, including trust claim materials
13 that relate to conditions other than those that are the basis for the asbestos action and
14 including all trust claim materials from all law firms connected to the claimant in relation
15 to exposure to asbestos. Documents provided under this subsection shall include an
16 affidavit from the claimant certifying that the trust claim materials are true and complete;

17 (3) Produce all available trust claims filed by any individual other than the
18 claimant if the claimant's asbestos trust claim is based on exposure to asbestos through that
19 other individual and the materials are available to the claimant or claimant's counsel; and

20 (4) Provide the court and parties with a sworn statement signed by the claimant
21 and claimant's counsel specifying the evidence that provides the basis for each claim

22 against each defendant. The sworn information form shall include all of the following with
23 specificity:

24 (a) The name, address, date of birth, marital status, occupation, smoking history,
25 current and past worksites, and current and past employers of the exposed individual and
26 any person through whom the exposed person was exposed to asbestos;

27 (b) Each individual through whom the exposed individual was exposed to asbestos
28 and the exposed individual's relationship to each such individual;

29 (c) Each asbestos-containing product to which the individual, or the other person
30 if exposure was through another person, was exposed to asbestos and each physical
31 location at which the individual was exposed to asbestos, or the other person was exposed
32 if exposure was through another individual;

33 (d) The identity of the manufacturer or seller of the specific asbestos product for
34 each exposure;

35 (e) The specific location and manner of each exposure, including for any individual
36 through whom the exposed individual was exposed to asbestos;

37 (f) The beginning and ending dates of each exposure, the frequency and length of
38 the exposures, and the proximity of the asbestos-containing product or its use to the
39 exposed person and any person through whom the exposed person was exposed to asbestos;

40 (g) The asbestos-related disease claimed to exist; and

41 (h) Any supporting documentation relating to the information required under this
42 section.

43 2. The claimant shall have a continuing duty to supplement the statement and
44 materials required to be provided under subsection 1 of this section within thirty days after
45 the claimant files an additional asbestos trust claim, supplements an existing asbestos trust
46 claim, receives additional trust claim materials related to any asbestos trust claim made
47 against an asbestos trust, files an amended complaint, or receives additional information
48 that is required to be disclosed under subdivision (4) of subsection 1 of this section.

49 3. The court, on motion by a defendant, shall dismiss the asbestos action without
50 prejudice as to any defendant whose product or premises is not identified in the required
51 disclosures set forth under subdivision (4) of subsection 1 of this section.

52 4. The court, on motion by a defendant, shall dismiss the asbestos action without
53 prejudice if the claimant fails to comply with the requirements of sections 537.880 to
54 537.890.

537.884. 1. No less than sixty days before the date the trial in an asbestos action is
2 set to commence, if the defendant believes the claimant has not filed all asbestos trust
3 claims as required by section 537.882, the defendant may move the court for an order to

4 require the claimant to file additional trust claims. The motion shall identify the asbestos
5 trust claims the defendant believes the claimant is eligible to file and include information
6 supporting those asbestos trust claims.

7 2. Within ten days after the filing of the defendant's motion, the claimant shall:

8 (1) File the asbestos trust claims and produce all related trust claim materials; or

9 (2) File a written response with the court stating why there is insufficient evidence
10 for the claimant to file the asbestos trust claims.

11 3. Within ten days of the claimant filing a written response to the defendant's
12 motion, the court shall determine whether there is a sufficient basis for the claimant to file
13 the asbestos trust claim identified in the defendant's motion.

14 4. If the court determines that there is a sufficient basis for the claimant to file an
15 asbestos trust claim identified in the defendant's motion, the court shall order the claimant
16 to file the asbestos trust claim and produce all related trust claim materials within ten days.
17 If the claimant does not comply with the court's order, the asbestos action shall not proceed
18 to trial until at least ninety days after the claimant complies with the court's order.

537.886. 1. Trust claim materials and trust governance documents are presumed
2 to be relevant and authentic and are admissible in evidence in an asbestos action. No
3 claims of privilege apply to trust claim materials or trust governance documents.

4 2. A defendant in an asbestos action may seek discovery against an asbestos trust.
5 The claimant shall not claim privilege or confidentiality to bar discovery. The claimant
6 shall provide consent or any other expression of permission that may be required by the
7 asbestos trust to release information and materials sought by the defendant.

8 3. Trust claim materials that are sufficient to entitle a claim to consideration for
9 payment under the applicable trust governance documents may be sufficient to support a
10 jury finding that the claimant was exposed to products for which the trust was established
11 to provide compensation and that such exposure was a substantial contributing factor in
12 causing the claimant's injury that is at issue in the asbestos action.

13 4. The parties in the asbestos action may introduce at trial any trust claim materials
14 or trust governance documents to prove, without limitation, alternative causation for the
15 exposed person's claimed injury, death, or loss to person; to prove that the bankrupt entity
16 is a joint-tortfeasor, liable for the same injury or wrongful death for the purposes of section
17 537.060; or to prove issues relevant to an adjudication of the asbestos claim, unless the
18 exclusion of the trust claim material is otherwise required by the rules of evidence. The
19 jury shall not be informed of the specific amount of consideration paid by a trust to a
20 claimant in settlement of a claim.

537.888. 1. If a claimant proceeds to trial in an asbestos action before an asbestos trust claim is resolved, there is a rebuttable presumption that the claimant is entitled to, and will receive, the compensation specified in the trust governance documents applicable to his or her claim at the time of trial. The court shall take judicial notice that the trust governance documents specify compensation amounts and payment percentages and shall establish an attributed value to the claimant's asbestos trust claims.

2. In an asbestos action in which damages are awarded and setoffs are permitted, a defendant is entitled to a setoff or credit in the amount the claimant has received from asbestos trusts and the amount of the valuation established under subsection 1 of this section. If multiple defendants are found liable for damages, the court shall distribute the amount of setoff or credit proportionally between the defendants according to the liability of each defendant.

3. In an asbestos action in which damages are awarded and a setoff is applied, the setoff or credit for an asbestos trust claim that has been resolved shall be the amount of the actual payment received by the claimant from the asbestos trust after application of any applicable payment percentages.

537.890. 1. If, subsequent to obtaining a judgment in an asbestos action, a claimant files any additional asbestos trust claim with, or submits any additional asbestos trust claim to, an asbestos trust that was in existence at the time the claimant obtained judgment, the trial court, upon the filing of a motion by a defendant or judgment debtor, has jurisdiction and shall reopen the judgment in the asbestos action and adjust the judgment by the amount of any subsequent asbestos trust payments obtained by the claimant and order any other relief that the court considers just and proper.

2. A defendant or judgment debtor shall file any motion under this section within a reasonable time and no more than three years after the judgment was entered or taken.

Section B. The provisions of sections 516.120 and 516.140 of section A of this act shall only apply to any cause of action that accrues on or after August 28, 2021.

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