

**PARTICIPANT AGREEMENT
RELEASE AND ACCEPTANCE OF RESPONSIBILITY
AND ACKNOWLEDGMENT OF RISKS**

1. I, the undersigned, in consideration of the services of Gore Canyon Race LLC, Union Pacific Railroad, U.S. Government, BLM, its officers, employees, agents, and representatives (all hereinafter referred to as Gore Canyon Race LLC), hereby agree to release and further discharge Gore Canyon Race LLC on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:
2. I understand and acknowledge that the activity of Whitewater Racing which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, disease or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all of those risks.
3. The possible risks and hazards of this activity may include, but are not limited to, injuries or illnesses sustained as a result of collision with rocks or other objects, or through the participant's own actions or reactions while paddling, tipping or flipping over, submersion, foot entrapment, drowning, encounters with animals or insects, exposure to extreme hot or cold temperatures, error or misjudgment of conditions, wilderness terrain and lack of access to immediate medical treatment in case of injury.
4. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to myself, others, or to property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Gore Canyon Race LLC from any and all liability, claims, demands, lawsuits, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity.
6. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE ANY CLAIM OR FILE A LAWSUIT AGAINST Gore Canyon Race LLC.
7. Should it become necessary for Gore Canyon Race LLC or their representative to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay Gore Canyon Race LLC reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
8. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may cause, incur, or for which I may be otherwise responsible, while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
9. I agree to abide by the rules or instructions given to me either verbally or in writing by Gore Canyon Race LLC. I further understand that the operator reserves the right to refuse to allow any person to participate who is judged to be incapable of meeting the rigors and requirements of participating in said activity.
10. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS., I also Certify I am at least 18 years old.

Signature of Participant: _____ Date: _____

Print Name: _____

E-Mail: _____