

## PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in the Adventure Xstream Adventure Race Series ("Event") involves an above-average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability. In exchange for being permitted to compete in the Event, and having the opportunity to win prizes, I agree to the following:

I am in good health and have no physical conditions that affect my ability to compete in the Event and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization. I agree that before I participate in any portion of Event, I will inspect the related facilities, competition site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions have been remedied.

I assume all risks associated with my participation in the Event and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, which may not be reasonably foreseeable by anyone at any time. I agree not to sue Gravity Play Sports LLC, Zoik LLC, United States Government, Utah Department of Transportation, State of Utah, Grand County Utah, State of Colorado, and other event permittees, sponsors, along with their parent companies, affiliates, and their successors and assigns ("Companies") their respective employees, agents, or volunteers for any injuries, losses, damages, claims, liabilities or expenses that are caused or alleged to be caused by their negligent or reckless acts or omissions, or the condition of the property, facilities or equipment used for the Event.

I agree to indemnify, defend and hold harmless Companies and their employees, agents and volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event.

I give permission for Companies to use my biography, name and likeness in connection with the Event, and publicity, advertising and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Event. I consent to appear in broadcasts of the Event in perpetuity.

I agree to wear appropriate safety equipment, as established by industry standards and common safety practices, during all activities and competitions at the Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical and event personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice. I agree to conduct myself in a professional manner and treat all colleagues, officials and spectators respectfully. I realize that if disciplinary action is taken against me, I am NOT entitled to Event prizes and I may be suspended from the Event and future Events.

I/We agree to pay for the repair or replacement of the event provided kayaks should such kayaks be lost, stolen, damaged or destroyed (Damage beyond a normal degree of wear and tear will be determined by Gravity Play Sports). Reimbursement for such damages will be made immediately upon completion of the event. Replacement cost for the inflatable kayak is \$700.00.

A Colorado Search and Rescue card or Hunting/Fishing license is recommended for Colorado races, which will cover many search and rescue costs. I/We agree that should a search and rescue be conducted for our team (As determined by Gravity Play Sports) all associated costs of the search and rescue are the responsibility of our team (or solo participant).

Gravity Play Sports reserves the right to change or exchange posted prizes at any time with a prize of equal value. Prizes carry no cash value. In the event one or more races in the series are cancelled for any reason, Gravity Play Sports reserves the right to withdraw series and individual event prizes. Teams must complete the full or "Pro" course to qualify for prizes, unless stipulated otherwise. Other stipulations and restrictions may apply.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

**Team Emergency Name & Phone Number** (Friend or Family not racing) \_\_\_\_\_

**Team Phone #** (The phone you will have with you during the race) \_\_\_\_\_

Racer #1            Signature \_\_\_\_\_            Print Name \_\_\_\_\_

Racer #2            Signature \_\_\_\_\_            Print Name \_\_\_\_\_

Racer #3            Signature \_\_\_\_\_            Print Name \_\_\_\_\_

Racer #4            Signature \_\_\_\_\_            Print Name \_\_\_\_\_