

ANOTHER DAM RACE

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Participant Agreement, Release of Liability and Assumption of Risk

In consideration of being permitted to compete, officiate, observe, work for, volunteer, or participate in any way in the Race Event EACH OF THE UNDERSIGNED, for their own self, their personal representatives, heirs, and next of kin:

1. I acknowledge and understand that my participation in the Race Event entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to my property, or to third parties. I understand that such risks cannot be eliminated.

I acknowledge and accept the risks, which include, but are not limited to: boat capsize; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; aggressive and/or poisonous marine life; wrist, arm, shoulder and/or back injuries; slips and falls while getting on and off paddleboard, canoe, kayak, or other watercraft (hereafter referred to as "vessel"); the launching and loading of vessel, process; and rapidly changing adverse weather and water conditions.

I understand and I am aware that strength, flexibility, and aerobic exercise, including the use of equipment, boats, and racing are or may be considered potentially hazardous activities. I also understand that these activities involve risk of injury and death. I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

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No individual in association with the Race Event, or the Colorado River Indian Tribes and the BlueWater Resort & Casino are responsible to assess anyone's fitness or wellness level to determine whether or not they are able to participate in the Race Event. Further, no one associated with the Race Event, the Tribes, or the Casino are responsible to accurately forecast the weather. I have determined myself to be physically, mentally and emotionally capable to partake in the activities of the Race Event.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntarily release, waive, forever discharge, agree to indemnify and hold harmless, and covenant not to sue: the Race Event company 70point8, owners, officers, directors, promoters, sponsors, participants, racing associations, sanctioning organizations, officials, boat owners, drivers, crews, rescue personnel, promoters, advertisers, the BlueWater Resort & Casino, the Colorado River Indian Tribes, any of their elected officials, employees, agents, consultants, officers, or directors and hereby do release all parties from all liability to each of the undersigned, their personal representatives, assigns, heirs and next of kin for any and all loss and damage, including any claim or demand due to any death or injury of any of the undersigned related to the events whether caused by negligence of Race Event from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Race Event or the use of equipment or facilities utilized as a result of participation in the Race Event.

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4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. I agree and understand that the race takes place within the exterior boundaries of the Colorado River Indian Reservation. By signing this document, I expressly agree that I will abide by all laws and ordinances of the Colorado River Indian Tribes and am subject to the jurisdiction of the Colorado River Indian Tribes.
6. I agree and understand that nothing contained within this document shall be construed to be or be deemed a waiver of sovereign immunity by the Colorado River Indian Tribes and the BlueWater Resort & Casino.
7. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for physician approval if returning from illness or physical impairment.
8. I agree to follow all US Coast Guard Rules including the use of a Personal Flotation Device at all times.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against any of the above-stated parties on the basis of any claim from which I have released them from herein. I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____

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Signature of Participant: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #'s: Home: _____ Cell: _____

Emergency Contact: _____

Phone: _____ Relationship: _____

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**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name)
("Minor") being permitted to participate in Race Event activities and to use its
equipment and facilities, I further agree to indemnify and hold harmless ADR
from any and all claims which are brought by, or on behalf of Minor, and which
are in any way connected with such use or participation by Minor.

Parent or Guardian

Signature: _____

Print Name: _____