



Cave Ride Participant Release of Liability and Assumption of Risk Agreement

In consideration of the services of Pronghorn Resort LLC., its officers, agents, employees and all other persons associated with those businesses (hereinafter collectively referred to as Pronghorn Resort), Participant understands, acknowledges and agrees as follows:

1. Pronghorn Resort reminds participants that this activity is not without risk, including significant injury and death. Some of the risks are as follows: 1) the nature of the activity itself; 2) the acts or omissions of Pronghorn Resort; 3) latent or apparent defects or conditions in equipment or property supplied by Pronghorn Resort; 4) use or operation by Participant or others of equipment supplied by Pronghorn Resort; 5) acts or errors of other participants in this activity, employees and or agents of Pronghorn Resort; 6) weather conditions; 7) contact with plants or animals; 8) my own physical condition, or my own acts or omissions; 9) conditions of roads, trails, waterways or terrain, and accidents connected with their use; 10) first-aid, emergency treatment or other services rendered

I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness or disease or damage to myself, to my property or to spectators or others.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF PRONGHORN RESORT or others and assume full responsibility for my participation.

3. 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.

4. I, for myself and on behalf of my heirs, assignees, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS PRONGHORN RESORT, other participants, sponsors, advertisers, and owners and lessors of premises used to conduct the activity, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability or death I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF PRONGHORN RESORT OR OTHERWISE, to the fullest extent permitted by law.

Signature of participant _____ Print Name _____

If under 18, signature of

Parent or Guardian _____ Print Name _____