

## *PARTICIPANT'S AGREEMENT*

In consideration for the services of New Mexico River Adventures Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as N.M.R.A.) I hereby agree to waive, release and discharge N.M.R.A. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based education/activities such as river trips, rock climbing, kayaking, stand up paddleboarding, hiking and camping, hunting, fishing, pack trips, mountain biking, horseback riding and rescue education/operations entail both known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or other damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without significantly compromising the essential qualities of the activity. Furthermore, I acknowledge that N.M.R.A. guides must not be held accountable for my fitness or abilities, my failure to heed any warnings or follow any instructions, the reckless or negligent acts of others, predicting weather conditions, or the malfunction of any equipment used by N.M.R.A.
2. I expressly agree and promise to accept and assume all of the risks related to in any activity in which I participate with N.M.R.A. My participation in any activity with N.M.R.A. is purely voluntary on my part, and I elect to participate in spite of the risks.
3. I hereby voluntarily waive, release, forever discharge, and agree to indemnify and hold harmless N.M.R.A. from any and all claims, demands, or causes of action which are in any way connected with my participation in any N.M.R.A. activity or my use of N.M.R.A.'s equipment or facilities, including any such claims which allege negligent acts or omissions of N.M.R.A.
4. If N.M.R.A. or anyone acting on its behalf is required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold N.M.R.A. harmless for all such fees and costs.
5. I certify that I either have adequate insurance or will personally bear whatever loss I might suffer in the event of any injury or damage which I may experience while participating in any activity with N.M.R.A. I further certify that I am not aware of any medical or physical condition that I may have which could jeopardize my safety while participating in any activity with N.M.R.A. In any event, I assume and accept all risks that may be related to participating in any N.M.R.A activity with such condition.
6. I consent to the use by N.M.R.A. of photographs and video recordings made of me or the minor identified below while participating in any activities or using such services without further compensation and agree that all such materials including negatives, are the sole property of N.M.R.A.
7. In the event that I file any lawsuit against N.M.R.A., I agree to do so only in the County of Rio Arriba, New Mexico, USA, and that the substantive law of New Mexico shall apply in any such action filed without regard to any conflict of law rules of New Mexico.

By my signature below, I acknowledge that if I suffer any injury or property damage during my participation in any N.M.R.A. activity, I may be found by a court of law to have waived my right to maintain any lawsuit against N.M.R.A. because I have agreed to the terms stated above in this document.

I also acknowledge by my signature below that I have had sufficient opportunity to read this entire document, that I have read and understood it, and that I agree to be bound by its terms.

SIGNATURE OF PARTICIPANT \_\_\_\_\_ PRINT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

### ***PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION***

*(Must be completed for participants under the age of 18)*

On behalf of \_\_\_\_\_ (print minor's name) (hereinafter referred to as Minor) the undersigned,

\_\_\_\_\_ (print name of parent/guardian) represents that I am the parent and/or guardian of Minor, and that Minor is bound by the above stated terms of this document as a condition to N.M.R.A. allowing Minor to participate in any N.M.R.A activities. Furthermore, I agree to indemnify and hold harmless N.M.R.A. from any and all claims against N.M.R.A. which may be brought by or on behalf of Minor that are in any way related to Minor's participation in any N.M.R.A. activities.

Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_