

## **Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement Santa Fe Adventure Tours, LLC DBA Kokopelli Rafting Adventures.**

In consideration of the services of Kokopelli Rafting Adventures, their agents, owners, stockholders, officers, volunteers, participants, employees, associated tour companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KRA"), I hereby agree to release and discharge KRA on behalf of myself, my parents, my heirs, assigns, personal representative and estate (hereinafter collectively referred to as "I" or "myself") as follows:

1. **Inherent Risks** I acknowledge that any water related activity such as rafting entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities - in this case rafting - is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety type equipment such as personal flotation devices or helmets increases my risk of injury or of not surviving an accident or incident while rafting.

The inherent risks associated with the rafting or water related activity I am about to participate in include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the rafting activity and the outfitting of the raft; the raft or water craft may break down or be faulty; it is possible that loss of control of the raft or water craft could occur resulting in collision or capsizing or sinking and that if a raft turns over I could be "washed" overboard; rafts are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the raft even in flat or non-moving water; I can slip or fall during hiking or portaging or getting to and from the raft or water craft and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the raft or any portion of it may collide with or encounter other rafts, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc.; accidents can occur getting on and off the raft; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants ability to react or respond; I understand that exposure to or immersion in cold water can result in hypothermia, heart attacks and in extreme cases death; I may encounter dangerous wildlife, insects, etc.; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

KRA is not a "Common Carrier" but rather is in the business of providing rafting type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by KRA and may involve errors in judgment by KRA staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my use of KRA transportation or off-river travel.

Furthermore, KRA guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume **ALL** 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. **Release and Waiver of Rights Including for Claims Of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KRA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of KRA's equipment or facilities, including any such Claims which allege **negligent** acts or omissions of KRA.
4. **Indemnity** As liquidated damages, I agree that, should KRA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for **ALL** such fees and costs.
5. **Personal Skill and Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by KRA I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

6. **Medical Issues** I further agree that, in the event that KRA deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving KRA permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against KRA for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from KRA activities or the field.
7. **Photographic Assignment** I understand that KRA reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that KRA may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by KRA.
8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with KRA.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against KRA, I agree to do so solely in the State of New Mexico, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and KRA and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

**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 KRA on the basis of any claim from which I have released them herein.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT - INCLUDING ALL 2 PAGES .  
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**Participant Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_ **Phone#:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parents or Guardians Additional Indemnification** (Must be completed for participants under 18 years of age)  
I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that KRA relies to its detriment on this representation and would not allow the minor child to participate in its rafting programs or activities without this representation. In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by KRA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless KRA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_