

Participant Express Release of Liability and Indemnity Agreement
New Mexico Outdoor Center, Inc. DBA Kokopelli Rafting Adventures.

In consideration of the services of Kokopelli Rafting Adventures, and all of their officers, employees, and agents (hereinafter collectively referred to as "KRA"), by signing the document below, I, (name of participant) _____, on behalf of myself, my parents, my heirs, assigns, personal representative(s), and estate (hereinafter collectively referred to as "I" or "myself") hereby acknowledge and agree to the following:

1. **Voluntary Participation in Activity and Contract:** I am voluntarily participating in a water-based activity, including rafting, swimming, kayaking, or canoeing ("Activity") and for which Kokopelli Rafting Adventures ("KRA") is providing services and equipment. **I expressly acknowledge and agree that the terms and conditions of this Release of Liability and Indemnity Agreement are contractual** in nature, and that I am signing it voluntarily and of my own free will and am not under the influence of drugs or alcohol or otherwise incapacitated when signing this document.
2. **Personal Skill, Responsibility, Insurance:** 1.) I certify that **I have read and am able to perform the functions described in the list of Essential Eligibility Criteria.** 2.) I acknowledge that I have sufficient skill and fitness to participate in the Activity offered by KRA. I certify that I have no medical, mental, or physical conditions which could interfere with my safety or ability to participate in these activities. I agree that I have responsibilities as a participant for my own safety, and I will use due care during the Activity and during KRA transportation to and from the Activity, including using the safety equipment such as personal flotation devices and helmets, following the instructions of the guides, and listening to and applying the safety training. I further certify that I have insurance to cover any claim I may have from participation in the Activity, and if I do not have insurance, I agree and accept that I am responsible for bearing any costs associated with any injury or claims I may have due to participation in the Activity.
3. **Dismissal from Activity:** I acknowledge and agree that my participating in the Activity may be terminated immediately if any KRA parties believe, in their sole discretion, that I am unable to complete the Activity for any reason or that I am under the influence of alcohol or drugs.
4. **Emergency:** In the event I am involved in an emergency, I authorize KRA to provide appropriate emergency response and services including securing emergency transport or medical care, and/or disclosing 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.
5. **Photographic Assignment:** I agree that KRA may use photographic and film records for KRA commercial purposes without any remuneration to me, and 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.
6. **Mandatory Alternative Dispute Resolution:** In the event I am injured physically, mentally, or financially as a result of my participation in the Activity, I agree to participate in Alternative Dispute Resolution such as professionally provided mediation or arbitration prior to filing suit in court.
7. **Forum Selection, Severability, Entire Agreement:** I agree that the site of any lawsuit or mediation and the law governing any lawsuit related to my participation in the Activity will be New Mexico and governed by the laws of the New Mexico. I agree that if any portion of this agreement is found by a court to be void or unenforceable, the remaining Agreement shall remain in full force and effect. 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.

8. **Express Assumption of Risk:** I have read the **Acknowledgement of Risks**, incorporated by reference and included with this document. In signing this Release of Liability and Indemnity Agreement, I am aware of and understand the risks that are involved with my participation in the Activity, I acknowledge that I have had an opportunity to ask questions about the risks, and I am voluntarily participating in the Activity knowing the risks. I fully understand that I may injure myself as a result of my participation in the Activity and that certain injuries may result in death or permanent physical or mental disability.
9. **Express Release of Rights and Indemnification, 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 from any injury or loss of person or property that I may suffer while engaging in or that are in any way connected to my participation in the Activity, **including any such claims which allege negligent acts or omissions of KRA and/or KRA employees and agents.** I agree to indemnify, defend, and hold harmless (in other words, pay for...) KRA, its employees, and agents for **ALL** such fees and costs arising from the defense of a lawsuit filed in connection to my participation in the Activity.

I am aware that this **legally binding contract** will remain in **full force and effect for each day the undersigned or the minor participant participates in the Activity throughout the calendar year** in which this release was signed until this agreement is revoked in writing and dated by the undersigned and countersigned by an authorized representative of KRA.

By signing this document, I acknowledge that if anyone is injured or property is damaged during my participation in this activity, **I MAY BE FOUND 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 AND TO ASK QUESTIONS. I HAVE READ AND UNDERSTAND THE CONTENT OF THIS DOCUMENT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ **Date of Signature:** _____

Participant Printed Name: _____ **Date of Activity:** _____

Address: _____

City: _____ **State:** _____

Country: _____ **Zip Code:** _____ **Phone#:** _____

Emergency Contact: _____ **Phone number:** _____

Emergency contact relation to participant: _____

Parent/Guardian Signature if Participant is Under the Age of 18: (Must be completed for participants under 18 years of age) I, the undersigned, represent that I have authority to bind, contract for, and legally act on behalf of the minor child listed above. 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 agree to be responsible for the actions of my minor child, to incorporate the terms of this agreement as described above and to apply them to my child's participation in the Activity, and **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 ways connected with such participation in the Activity by Minor.**

Parent/Guardian Signature: _____

Printed Name: _____ **Date of Signature:** _____

Essential Eligibility Criteria

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Kokopelli Rafting Adventures trips are open to all individuals who acknowledge the ability to perform the following essential eligibility criteria (EEC):

1. Breathe independently (i.e., not require medical devices to sustain breathing)
2. Independently maintain sealed airway passages while under water
3. Independently hold head upright without neck / head support
4. Manage personal care independently or with assistance of a companion
5. Manage personal mobility (including swimming) independently or with a reasonable amount of assistance
6. Follow instructions and effectively communicate independently or with assistance of a companion
7. Independently turn from face-down to face-up and remain floating face up while wearing a properly fitted life jacket
8. Get in/out or on/off a paddlecraft independently or with a reasonable amount of assistance
9. Independently get out and from under a capsized paddlecraft
10. Reenter or remount the paddlecraft following deep water capsize independently or with a reasonable amount of assistance
11. Maintain a safe body position while attempting skills, activities and rescues discussed in the safety briefing or orientation to paddling, and have the ability to recognize and identify to others when such efforts would be unsafe given your personal situation

Acknowledgment of Risks
New Mexico Outdoor Center, Inc. DBA Kokopelli Rafting Adventures

Kokopelli Rafting Adventures (hereinafter “KRA”) offers water-based activities involving flatwater, moving flatwater, and whitewater, which may include rafting, swimming, kayaking, and canoeing (hereinafter referred to as the “Activity”). Certain risks are inherent to the Activity and cannot be eliminated without also eliminating the unique character of the Activity.

The inherent risks associated with the Activity **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, shaken about during rides through some of these rapids or changing water flows and possibly thrown or fall overboard;
- contact with equipment necessary to the operation of the rafting activity and the outfitting of the raft;
- unknown damage, break down, or malfunction of the raft, water craft, or other equipment used in the outfitting of the raft;
- collision, capsize, overturning, or sinking of the raft or watercraft and which may cause me to be thrown or to fall overboard and/or to suffer injurious contact with natural or manmade objects;
- unstable or slippery surfaces on land or in the water craft which may result in a slip or fall to the ground or into the water or other accident;
- hidden, dangerous, and natural or manmade obstacles on land or in the water such as tree stumps, rocks and boulders, glass, cement blocks, metal pipes, etc. which may cause physical injury or foot-entrapment;
- lifting or carrying boats and equipment which may cause stress and exertion to my heart and lungs or other injury;
- exposure to the natural elements which may cause sunburn, dehydration, heat injuries or hypothermia, some or all of which may diminish my or the other participants’ ability to react or respond;
- exposure to or immersion in cold water or changing weather which can result in hypothermia, heart attacks, and other consequences, and in extreme cases death;
- dangerous wildlife, or biting or infectious insects or plants, etc.;
- behavior of or lack of action by other Activity participants;
- the **negligence** of the KRA staff;
- difficult communication in and access to the environment and location of the Activity which, in the event of an accident, may result in rescue and medical treatment being delayed or not immediately available.
- the vehicles and transport trailers may malfunction and/or break down which may cause injury, accidents, delays or in the extreme case, death.
- Further, KRA guides have difficult jobs to perform which sometimes require split-second judgments and decisions while managing the Activity and encountering risks including while transporting participants in vehicles. Such difficulty in guiding and managing the Activity may result in circumstances that give rise to injuries to participants and their property.