



River Source: Acknowledgment And Assumption Of Risks & Release And Indemnity Agreement
(Adult and child participants)

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All participants 12 yrs. of age or older must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both parent/s or legal guardian/s (hereafter collectively 'parent/s') must also sign and parent/s may print the name (instead of a signature) for those participants under 12 yrs. of age. In consideration of the services of River Source, and its officers, directors, employees, representatives, agents, volunteers, independent contractors and all other persons or entities associated with it, I (participant and parent/s of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

River Source educational activities may include, but are not limited to: hiking; nature walks; wildlife viewing; handling animals, and other outdoor activities (collectively referred to in this Document as 'activities'). Participants may engage in these activities independently or as conducted by River Source staff or contractors. **I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.** During both supervised and unsupervised activities, all participants share in the responsibility for their own safety and agree to follow all River Source rules and policies. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors), resulting from those risks and/or resulting from participant's negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies (including the National Park Service and some regions of the U.S. Forest Service) restrict service providers, including River Source, from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit or concession on those federal lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against River Source as a matter of law, I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

- 1) to release and agree not to sue River Source with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of River Source equipment, facilities or premises. **I understand that in signing this Document, I, my child and anyone acting on my or my child's behalf, surrender all rights to make a claim against River Source as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) River Source with respect to any and all claim/s brought by or on behalf of me, my child, spouse or other family member, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of River Source equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from River Sources' negligence (but not its willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

PHOTO RELEASE

Photos taken on field trips are helpful tools to show River Source supporters the important work that is being conducted by local students in local watersheds. These supporters are responsible for continued funding of watershed monitoring projects by students and play a vital role in providing outdoor education opportunities for New Mexico schools. By signing this release form you will enable River Source to use photos taken in the field to continue to promote watershed education in the State of New Mexico. Therefore, I authorize River Source to use my or my child's photo or image in any manner for advertising, display, audiovisual, electronic or other use.

CONCLUSION

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives and estate. *One or preferably both parent/s must sign below for any participating minor (those under 18 yrs. of age).*

Participant Signature (*parent/s may print name for those participants under 12 yrs. old*) Date Print Name Here

Parent 1 / Parent 2
Parent or Legal Guardian Signature Date Print name here / Parent or Legal Guardian Signature Date Print name here

