

# Cottam's Rio Grande Rafting

## Participant Agreement, Release and Acknowledgment of Risk

In consideration of the services of Cottam's Rio Grande Rafting, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Cottam's"), I hereby agree to release and discharge Cottam's 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 activities such as Whitewater Rafting, Inflatable Kayaking, Paddle Boarding, Tubing, Mountain Biking, Backpacking, and Hiking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Cottam's guides/instructors/facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware 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) I expressly agree and promise to accept and assume all of 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) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Cottam's 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 Cottam's equipment or facilities, including any such claims which allege negligent acts or omissions of Cottam's.

4) Should Cottam's 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 for all such fees and cost.

5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.

6) In the event that I file a lawsuit against Cottam's, 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.

**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 COTTAM'S ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND I AGREE TO BE BOUND BY ITS TERMS.**

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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### Parent's or Guardian's Additional Indemnification

(Must be completed for all Participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Cottam's to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Cottam's from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_