

**STATE OF NEW MEXICO
COUNTY OF COLFAX**

RELEASE AND WAIVER OF LIABILITY AND CLAIMS

In consideration for and as a condition to the undersigned being permitted to enter and use the property of Vermejo Park, LLC (the "Owner"), the undersigned on his or her behalf and on behalf of his or her heirs, legal representatives and assigns (collectively hereinafter referred to as the "Undersigned") hereby **RELEASES, WAIVES, AND DISCHARGES** the Owner and the Owner's respective heirs, legal representatives, officers, employees, agents, assigns and affiliates, as appropriate (such parties, together with the Owner, hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims, demands, or causes of action that the Undersigned may have now or hereafter for any and all injuries to his or her person or property and for damages, including but not limited to, those injuries or damages **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** while the Undersigned is on the property of the Owner, located in the counties of Colfax, NM, Taos, NM, Costilla, CO, and Las Animas, CO, for any purpose or participation in any activity whatsoever.

The Undersigned hereby **EXPRESSLY AGREES** he or she **WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as a result of his or her presence on or participation in any activity on such property.

The Undersigned further **AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Released Parties and each of them from any loss, liability, damage, or cost that the Released Parties may incur due to the presence of the Undersigned on the property of Owner, including, without limitation, subrogation and/or derivative claims brought by any third party or insurer in connection with any injury or damage the Undersigned may suffer while on the property of Owner. The Undersigned **AFFIRMS** he or she is currently covered under appropriate general liability and personal health insurance policies issued through a licensed insurance carrier. The Undersigned **REPRESENTS AND WARRANTS** his or her participation in any activity on the property does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and he or she has obtained any necessary permits or licenses to engage in such activity, if required by law.

The Undersigned **EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS** his or her presence and participation in activities on the property have inherent risks and dangers and no amount of care, caution, instruction, or expertise can eliminate these risks and dangers, and he or she **EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES ON THE PROPERTY WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. The Undersigned further **EXPRESSLY AGREES** the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM OR HER, AND INTENDS THAT HIS OR HER SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. The Undersigned further **AGREES** that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

GUEST SIGNATURE: _____ DATE: _____

GUESTNAME: _____

ADDRESS: _____

PARENT SIGNATURE: _____

(If Guest is under 18)

GROUP NAME: _____ DATE OF ARRIVAL: _____

EMERGENCY CONTACT: _____