

WILD WEST WILDERNESS TOURS, LLC

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Wild West Wilderness Tours, LLC, 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 WWWT), I hereby agree to release and discharge WWWT on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows:

- 1) I acknowledge that my participation in outdoor adventure-based activities such as hiking and mountain climbing 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. Such risks include, but are not limited to, injuries caused by rocks and other natural obstacles, cactus and other plants, severe weather, sunburn, snakes, bears, cougars and other wild animals. I understand that such risks simply cannot be eliminated in wilderness activity.
- 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 WWWT from any and all claims, demands or causes of action which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions of WWWT.
- 4) Should WWWT 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 costs.
- 5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this wilderness tour, 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 WWWT, 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 WWWT on the basis of any claim from which I have released them herein.

I have had sufficient opportunity and time to read this entire document. I have read and understand its contents and agree to be bound by its terms.

SIGNATURE: _____ PRINT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ COUNTRY: _____

PHONE: _____ DATE: _____

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 WWWT to participate in its activities, I further agree to indemnify and hold harmless WWWT from any and all Claims which are brought by, or on behalf of Minor and which are in any way connected with such participation by Minor.

SIGNATURE OF PARENT OR GUARDIAN: _____

PRINT NAME: _____ DATE: _____