

**Sacramento Camp and Conference Center Inc. Adventure Activities:
Release of Liability and Indemnity Agreement**



ALL PARTICIPANTS/PARENT/GUARDIAN, BY SIGNING HIS/HER NAME AT THE BOTTOM OF THIS RELEASE, AGREES THAT FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO BE AROUND AND/OR PARTICIPATE IN "ADVENTURE PROGRAMMING", PROVIDED BY SACRAMENTO CAMP AND CONFERENCE CENTER, INC. (HEREINAFTER CALLED "RELEASED PARTY") HEREBY AGREES TO PAY FOR SUCH PARTICIPATION (IF REQUIRED), AND FURTHER AGREES AS FOLLOWS:

- (1) THAT RELEASED PARTY, ITS AGENTS, SERVANTS, OR EMPLOYEES, HAVE EXPLAINED TO ME THAT THE RELEASED PARTY'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING ADVENTURE RELATED ACTIVITIES FOR MY USE, THAT I CLEARLY UNDERSTAND THE FAIRNESS AND MEANING OF THIS RELEASE AGREEMENT, & I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS MATTER;
- (2) THAT I KNOW & UNDERSTAND THAT THESE ADVENTURE ACTIVITIES, INVOLVES SPECIFIC RISKS OF PROPERTY DAMAGE OR PERSONAL INJURY TO ME OR TO MY MINOR CHILDREN ARISING FROM ACTIVITIES RELATED TO PARTICIPATING IN THESE ADVENTURE PROGRAMS. THIS ALSO INCLUDES THE RISK THAT THE RELEASED PARTY OR ITS SERVANTS, AGENTS OR EMPLOYEES MAY ACT NEGLIGENTLY IN SELECTING, PREPARING OR MAINTAINING THE EQUIPMENT OR PREMISES, IN ASSISTING ME OR MY MINOR CHILDREN TO PARTICIPATE IN, MOUNT, DISMOUNT, LOAD, CLIMB, ETC FROM THE EQUIPMENT, APPARATUS, HORSE OR HORSE-DRAWN VEHICLE, OR IN OTHERWISE SUPERVISING THE ACTIVITIES: **BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS;**
- (3) **I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY RELEASED PARTY. THAT WHEN REQUIRED, WE WILL WEAR PROPERLY FITTED SAFETY EQUIPMENT OR CLOTHING SUCH AS CLOSED TOED SHOES, GLOVES, GOGGLE, ETC. OR HELMET IN ORDER TO REDUCE SOME OR ALL OF POTENTIAL INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY.** WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THESE ACTIVITIES TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.
- (4) I HEREBY DECLARE THAT I OR MY CHILD IS PHYSICALLY FIT. I OR MY CHILD DO NOT, AND HAVE NOT, SUFFERED FROM ANY OF THE FOLLOWING CONDITIONS, WHICH I UNDERSTAND MAY LEAD TO A DANGEROUS SITUATION WITH REGARD TO OTHER PERSONS OR MYSELF DURING ADVENTURE ACTIVITIES: **PREGNANCY, EPILEPSY, SEIZURES,**
- (5) **SEVERE HEAD INJURY, RECURRENT BLACKOUTS OR GIDDINESS, DISEASE OF THE BRAIN OR NERVOUS SYSTEM, HIGH BLOOD PRESSURE, LUNG OR HEART DISEASE, RECURRENT WEAKNESS OR DISLOCATION OF ANY LIMB, DIABETES, MENTAL ILLNESS, DRUG OR ALCOHOL ADDICTION, RECENT BACK INJURY, ARTHRITIS AND SEVERE JOINT SPRAINS, CHRONIC BRONCHITIS, ASTHMA, RHEUMATIC FEVER, THYROID, ADRENAL OR OTHER GLANDULAR DISORDER, RECENT BLOOD DONATION OR ANY OTHER CONDITION THAT REQUIRES THE REGULAR USE OF DRUGS, I HEREBY DECLARE THAT I HAVE NO PHYSICAL OR MENTAL CONDITION THAT SHOULD PRECLUDE ME FROM PARTICIPATING IN MY CHOSEN ACTIVITY, THAT I AM NOT PARTICIPATING AGAINST MEDICAL ADVICE OR TREATMENT AND THAT I HAVE NOT BEEN DIAGNOSED BY A REGISTERED DOCTOR AS HAVING A TERMINAL ILLNESS. I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL COMPLAINTS WHATSOEVER OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF ADVENTURE ACTIVITIES, I WILL NOTIFY THE FACILITATOR/EMPLOYEE OF THE INSURED IMMEDIATELY AND BEFORE MOVING AWAY FROM THE IMMEDIATE VICINITY.**
- (6) THAT I HEREBY RELEASE AND FOREVER DISCHARGE RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES FROM ALL PRESENT AND FUTURE CLAIMS ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THE USE OF THE PROPERTY, EQUIPMENT, ATV, HORSE OR HORSE-DRAWN VEHICLE, AND ALL OTHER RELATED EQUIPMENT OF RELEASED PARTY, **WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OF RELEASED PARTY** OR ITS AGENTS, SERVANT OR EMPLOYEES AND RELEASED PARTY'S FAILURE TO USE DUE CARE, EITHER IN ITS TRAINING METHODS OR IN ITS FURNISHING SAFE EQUIPMENT, AND **I SHALL ASSUME ALL RISKS RELATED TO BEING AROUND OR OBSERVING ACTIVITY PROGRAMMING, SHOOTING SPORTS, ATVS, HORSES, HORSEBACK RIDING OR RIDING HORSE-DRAWN VEHICLES, ETC.**

(continued on back)

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(7) THAT I WAIVE MY RIGHT TO FILE AND PROMISE NOT TO FILE ANY LEGAL PROCEEDINGS AGAINST RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES, FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING **THESE OR ANY ACTIVITY, INCLUDING DAMAGE ARISING OUT OF NEGLIGENCE** BY RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES; AND I SHALL PAY ALL COSTS AND ATTORNEYS' FEES FROM ANY LEGAL PROCEEDINGS WHICH I MAY BRING CONTRARY TO THIS AGREEMENT AND WHICH IS RESOLVED IN FAVOR OF RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES;

CAMP OUTS, CAMPFIREs, AND ALL HORSE ACTIVITIES (RIDING/WAGON RIDES/EQUINE THERAPY/ROUND PEN DEMOS)
ACTIVITY ADDITIONS OR EXCLUSIONS: _____

(8) WHERE APPLICABLE I WILL READ ALL RULES AND REGULATIONS POSTED, HANDED OUT, OR VERBALLY EXPLAINED TO ME OR MY CHILD AND ABIDE BY THOSE RULES AND REGULATIONS

IF ATV ACTIVITY CHECK LEVEL OF RIDING ABILITY
GOOD _____ FAIR _____ POOR _____

(9) **IF PARTICIPATION IN EQUESTRIAN ACTIVITY:** THAT I SIGN THIS RELEASE AGREEMENT FOR AND IN CONSIDERATION OF THE AGREED PRICE, AND I HEREBY REQUEST RELEASED PARTY, ITS AGENTS, SERVANTS OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE OR HORSE-DRAWN VEHICLE, FOR THE PURPOSE OF BEING AROUND HORSES OR RIDING SAME, KNOWING THAT RELEASED PARTY, ITS AGENTS, SERVANTS, OR EMPLOYEES ARE RELYING UPON THIS RELEASED AGREEMENT AND THE INFORMATION THAT I HAVE GIVEN TO THEM CONCERNING MY EXPERIENCE AND THAT OF MY MINOR CHILDREN WITH HORSES AND HORSE-DRAWN VEHICLES, INCLUDING THE POTENTIAL HAZARDS INVOLVED;

IF HORSE RIDING CHECK LEVEL OF RIDING ABILITY
GOOD _____ FAIR _____ POOR _____

WARNING

UNDER NEW MEXICO LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO NEW MEXICO STATUTES 42-13

PRINTED NAME OF PARTICIPANT DATE OF BIRTH

SIGNATURE OF PARTICIPANT (IF 18 OR OLDER) DATE

PRINTED NAME OF PARENT OR LEGAL GUARDIAN
(IF PARTICIPANT UNDER IS UNDER 18)

SIGNATURE OF PARENT DATE
OR LEGAL GUARDIAN OF MINOR LISTED ABOVE

Please use remainder of this form for listing additional dependent minor children. Printed name and DOB needed on these as well.

(10) **THAT I HAVE READ THE FOREGOING RELEASE, AND BEING OF SOUND MIND AND AN ADULT, SIGN IT FREELY WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT.**

(11) **THIS RELEASE FORM COVERS THE FOLLOWING ACTIVITIES**

ALL ACTIVITIES INCLUDE BUT MAY NOT BE LIMITED TO: ARCHERY, ARCHERY TAG, SLIP N SLIDE, SHOOTING SPORTS (.22 RIFLE, TRAP, SKEET, FIREARM SAFETY, HANDGUN INSTRUCTION, OPEN RANGE, BB GUNS,) KNIFE THROWING, CHALLENGE COURSE (INDOOR/OUTDOOR, ZIP LINE, GIANT SWING, ETC.), PAINTBALL, POCKET SHOT PAINTBALL, LASER TAG, RC CARS/BOATS, FLING THING, ATV RIDING, MOUNTAIN SCOOTERS, PEDAL CARTS, PADDLE BOATS, ROLLER/ICE SKATING, SNOW SLEDDING,(AND OTHER WINTER SPORTS), FISHING, HIKING, SEMINARS, GYM/SPORTS FIELD ACTIVITIES,

(Revised 01/23/17)