

PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK
(ADULT PARTICIPANT)

Please read this document carefully. It provides important information about the activities at Glorieta 2.0 and affects your legal rights in the event that you suffer a personal or bodily injury or other loss arising from your participation in activities or from being on the premises of the Camp.

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In consideration of being permitted to participate in activities of Glorieta 2.0, use its facilities, or visit its premises for any purpose, I acknowledge and agree to the following:

Activities: I understand and acknowledge that activities of Glorieta 2.0 in which I may participate, on the premises of the Camp or elsewhere, may include, among others, the following: kayaking, canoeing, swimming, hiking, backpacking, archery and riflery, fishing, volleyball, basketball and other playground and gym games, rock climbing, rappelling, exploring caves (spelunking), zip lining, participating in “paint ball” games, mountain boarding (riding down dirt and loose-rock inclines), and riding mountain scooters (not motorized) and mountain bikes. As a participant, I may also engage in competitions involving running, swimming, cycling, and other activities organized by the Camp or by others using the campgrounds and facilities. I agree to abide by rules and regulations of the Camp and to follow instructions of staff.

Risks of Activities and Premises: I understand and acknowledge that, whether I am supervised or not, there are risks associated with the activities of the Camp and moving about its premises and other activity sites. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care; falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; errors in judgment and conduct, including negligence, of staff, co-participants, and others; the failure of gear and equipment; and other risks of property damage, bodily injury, and death. I understand and acknowledge that some of these risks are inherent in the activities and the premises and, without undertaking these risks, the Camp experience would lose its value and appeal.

Assumption of Risks: I acknowledge and assume all risks of the activities of Glorieta 2.0, wherever they may take place, and all risks of being on and moving about the premises of Glorieta 2.0 and any other sites of its activities. I acknowledge and assume all risks whether or not the particular risk has been described in the paragraph above and whether or not the particular risk is inherent in the activities undertaken or the premises.

RELEASE: I AGREE TO WAIVE, RELEASE, AND NOT TO SUE GLORIETA 2.0, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, AND STAFF (EMPLOYEES AND VOLUNTEERS) (“RELEASED PARTIES”) FOR ANY PROPERTY LOSS, PERSONAL OR BODILY INJURY, OR DEATH SUFFERED BY ME THAT IS IN ANY WAY RELATED TO MY ENROLLMENT OR PARTICIPATION IN ANY ACTIVITIES OF GLORIETA 2.0 OR MY PRESENCE ON THE PREMISES OF GLORIETA 2.0 OR ANY OTHER ACTIVITY SITE.

Initials _____

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Indemnity: I further agree to indemnify and hold harmless (that is, to protect and defend, and pay demands and judgments, including costs and reasonable attorneys' fees) the Released Parties from any claim of property loss, personal or bodily injury, or death suffered by me that is in any way related to my enrollment or participation in any activities of Glorieta 2.0 or my presence on the premises of Glorieta 2.0 or any other activity site.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE BY ANY RELEASED PARTY BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.

Other:

- I agree to the terms of this Participant Agreement and agree that the protections it provides to the released and indemnified parties are intended to be as broad and inclusive as permitted by New Mexico law.
- I hereby consent to Glorieta 2.0 taking or using any photographs of me or recording of me, whether audio or video, me while on the premises of Glorieta 2.0 or any other activity site. I agree that Glorieta 2.0 may use any such photographs or recordings of me without providing me any compensation or remuneration.
- Glorieta 2.0 is authorized to provide or obtain medical care for me, as it deems appropriate or necessary, and to exchange medical information about me with any third-party care providers.
- To the extent a claim asserted by me against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, I agree that the Released Party may recover from me his or her costs, including reasonable attorneys' fees, incurred in defending the claim.
- I acknowledge and agree that any suit I bring against a Released Party shall be brought exclusively in Santa Fe County, New Mexico, and that the laws applicable thereto shall be those of the State of New Mexico without regard to any conflict of law principles.
- This Participant Agreement may be amended only by a written instrument signed by a duly authorized representative of Glorieta 2.0.
- Should a court of competent jurisdiction find any provision of this Participant Agreement to be invalid, illegal, or unenforceable, I agree that the remainder of this Participant Agreement shall nevertheless remain in full force and effect.
- I acknowledge and agree that this Agreement is intended to be binding upon my heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

Signature: _____

Printed Name: _____

Date: _____