

## CAMP ANGEL FIRE

### FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned (or legal guardian of the undersigned) recognize that there are inherent risks in any adventure, sport or activity associated with the outdoors. I am fully aware of the possible risks and dangers inherent in participating in the sports and/or activities of, tennis, swimming, Monte Verde Lake/Olympic Park activities, euro bungee, climbing wall, fishing, pedal boats, canoes, mountain biking, golf, hiking, and recreational activities in general. I understand that conditions vary constantly and even the best instruction and products cannot prevent injury.

*(initial each item)*

\_\_\_\_\_ I understand such risks for the Chairlift, Hiking, and Disc Golf include, but are not limited to, possible falls from the chairlift, impact with the chair while loading/unloading, trips and falls, severe mountain weather, lightning strikes, rough trails, open water, mud, snow, wild or domestic animals, etc. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR. **I understand that my child may ride the Chile Express Chairlift without an adult, alone, with general public, or with other minor children.**

\_\_\_\_\_ I understand such risks for the Euro Bungee include, but are not limited to, possible falls, jarring and/or twisting motions. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR and the Euro Bungee manufacturer.

\_\_\_\_\_ I understand such risks for the swimming pool and adjacent areas include, but are not limited to, possible wet surfaces, falls, water ingestion, bodily injury, drowning, and collision with other swimmers. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR.

\_\_\_\_\_ I understand such risks for the climbing wall include, but are not limited to possible twisting and reaching motions, falls resulting in a broken limb, paralysis, or fatal injury while participating in sport climbing. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR and the Climbing Wall manufacturer.

\_\_\_\_\_ I understand such risks for golf include, but are not limited to possible falls, slips, impact from golf balls and clubs, lightning strikes, etc. Accordingly, I understand that I must pay attention to my surroundings, anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR.

\_\_\_\_\_ I understand such risks for tennis include, but are not limited to possible twisting and reaching motions, falls, sprains, strains, abrasions, struck by equipment. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR.

\_\_\_\_\_ I understand such risks for Monte Verde Lake/Olympic Park Pond activities such as fishing and boating include, but are not limited to possible falls, spills, collisions with other boats, adverse mountain weather, rough trails, open water, mud, snow, wild or domestic animals, drowning, water ingestion, hyperthermia, hypothermia, and fishing hook pricks. Accordingly, I understand that I must anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY**. I agree to adhere to all rules and regulations of AFR.

I acknowledge that various sports/summer activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks that they present. In consideration of my being permitted to participate in these sports/summer activities, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation in these activities on or off the Resort premises.

I **ALSO AGREE** not to be under the influence of liquor or drugs, legal or illegal, to abide by all rules, regulations and warnings and to only conduct myself in a careful and prudent manner.

I further hereby **RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS** Angel Fire Resort Operations, L.L.C (“AFR”) and the Angel Fire Community Center. and their owners, agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by their **NEGLIGENCE** or for any other reason, in any way connected with the physical condition of the facility, trails and adjacent areas.

If user is a **MINOR**, in exchange for AFR making various sports/summer activities available, the undersigned **AGREES TO DEFEND AND INDEMNIFY ANGEL FIRE RESORT OPERATIONS, L.L.C. and the ANGEL FIRE COMMUNITY CENTER** from any claim for personal injury, death or property damage from said minor, even **AFTER** the minor has attained **MAJORITY**, and to **HOLD** AFR, its representatives, agents, officers, directors and employees **HARMLESS** from any claim, legal action, harm, injury damages or loss to personal and/or property made on behalf of the aforementioned minor or from **THIRD PARTIES** injured by the minor.

**I UNDERSTAND THAT AFR RECOMMENDS THAT I OBTAIN APPROPRIATE INSURANCE COVERAGE TO PROTECT MYSELF AND OR MINOR IN THE CASE OF ACCIDENT OR INJURY DUE TO MY OR THE MINOR’S PARTICIPATION IN SUCH SPORTS AND/OR ACTIVITIES.**

I hereby agree and permit AFR and the Angel Fire Community Center to take and use any photograph or any image derived there from of me or minor with or without my name for any editorial, promotional, advertising, trade, or other legal purpose without compensation to me.

In exchange for, and in consideration of, AFR and the Angel Fire Community Center making the facilities and property available for various sport/summer activities, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Angel Fire Resort Operations, L.L.C. and the Angel Fire Community Center arising from participation in the various sports/summer activities, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.**

I agree that this contract will apply to each and every occasion I or any minor use the AFR facilities and/or equipment during the entire summer activity season. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

**THIS IS A LIABILITY RELEASE – READ IT CAREFULLY**

\_\_\_\_\_  
PARTICIPANT’S PRINTED NAME

\_\_\_\_\_  
Weight in Lbs

\_\_\_\_\_  
Age

\_\_\_\_\_  
PARTICIPANT’S SIGNATURE

\_\_\_\_\_  
PARENT/GUARDIAN OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

(must be signed by parent or legal guardian if participant is under eighteen years of age)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_