

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Santa Fe Adventure Tours, LLC, doing business as Kokopelli Rafting Adventures, 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 "K.R.A."), I hereby agree to release and discharge K.R.A., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that boating on rivers 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. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: whitewater rapids will be encountered. You can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids. It is possible that you could be injured if you come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft. Boats could turn over or you could be "washed" overboard. You can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, K.R.A. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

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 K.R.A. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of K.R.A.'s equipment or facilities, including any such claims which allege negligent acts or omissions of K.R.A.

4. Should K.R.A. 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, 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 K.R.A., 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. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which K.R.A. or its agents is a party, shall be either the City of Santa Fe, New Mexico Justice Court or County or State Supreme Court in Santa Fe County.

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 K.R.A. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ **Print Name:** _____

Address: _____

Phone: _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by K.R.A. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless K.R.A. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____ **Print Name:** _____ **Date:** _____