

**Cottonwood Gulch Expeditions**  
**Participant Agreement**

**(Acknowledgement of Risks and Agreement of Release and Indemnity)**

In consideration of being allowed to participate in activities and expeditions conducted by the Cottonwood Gulch Expeditions (CGE), I, \_\_\_\_\_ (Participant) acknowledge and agree as follows: CGE programs may include hiking, backpacking, rock climbing, tree climbing, rafting, ropes courses, canyoneering, swimming, boating, farming, sleeping outdoors and similar outdoor activities. I realize that the enjoyment and excitement of an adventure program such as this is derived in part from the inherent risks involved in these activities, which may be beyond the risks that I face in daily life at home. I promise to follow the instructions of CGE staff and group leaders at all times and ask questions when I do not understand because my failure to do so could increase the risks for all participants.

CGE staff members and representatives are trained to provide for the safety of all those engaged in CGE programs. However, some risks are unavoidable, including the failure of equipment used in the activities and unpredictable weather conditions. Also, CGE operates in inaccessible areas where medical treatment may be delayed. These risks are inherent in the activities—that is, they cannot be completely eliminated without altering the nature of the activities and their appeal. These risks may cause bodily injury, and in extreme cases even death. I declare that I am in good health and fully capable of participating in the activities without causing harm to myself or others. I am not, and during the activity will not be, under the influence of any non-prescribed chemical substance, including alcohol. I will voluntarily withdraw from any activity if, for any reason, I feel that I might place myself or others in danger.

I voluntarily choose to participate in these activities and this expedition and to follow instructions and bring to the attention of the staff any instruction or condition which I believe is a danger to myself or others. I assume full responsibility for all risks of the activity, whether or not described above. I agree to release CGE, its members, officers, directors, staff and contractors (referred to herein as "Released Parties") from any and all liability, causes of action, claims and demands of every kind and nature whatsoever (including legal costs and fees), whether for bodily injury, death, property damage or other loss, which may arise in connection with my enrollment or participation in CGE activities or the use of CGE's equipment, vehicles, or premises. I further agree to defend and indemnify (that is, protect by payment or reimbursement) Released Parties from any and all claims arising out of my enrollment or participation in the activities, or the use of the Organization's premises, vehicles, or equipment, whether the loss is incurred by or caused by me, including a claim of a member of my family arising from an injury, death or other loss suffered by me. These agreements of release and indemnity include an injury, death or other loss arising in whole or in part from the negligence, or a claim of negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party.

I agree that any dispute concerning this agreement and events that occur during my participation in CGE activities will be resolved exclusively by binding arbitration in Albuquerque, Bernalillo County, NM according to the then existing rules of the American Arbitration Association, and any legal actions initiated hereunder will be filed and adjudicated in said jurisdiction according to the substantive laws of the State of New Mexico.

I have read and agree to the terms and conditions herein.

\_\_\_\_\_  
Participant Name (print)                      Participant Signature                      Date

In the event that Participant is a minor (under 18 yrs.): I, \_\_\_\_\_, (parent/guardian) for myself and \_\_\_\_\_ (minor), have carefully read this agreement and I agree to defend, release, indemnify and hold harmless CGE from any and all claims (including legal costs and fees) brought by or on behalf of me or the Participant which are in any way related to his or her enrollment or participation in CGE activities or the use of its premises, vehicles, or equipment and that any claims will be resolved through binding arbitration in Albuquerque, NM. The claims hereby released include those of negligence, but not of gross negligence or intentionally wrongful conduct.

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Parent/Guardian Name (print)                      Parent/Guardian Signature                      Date