

⇒AGREEMENT NOT TO SUE⇐

A. Risks

I fully understand and acknowledge that whitewater river rafting/kayaking/fishing and associated activities (river trips) are a natural adventure, absent of artificial controls over the environment and that no river trip is free of risk. Risks, both known and unknown, dangers and hazards exist in my participation in NWRLLC activities and my use of NWRLLC equipment. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, fractures, partial or total paralysis and other ailments that could cause serious injury and death. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents (owners etc.) of NWRLLC, the negligence or malevolence of the participants or others, accidents, breaches of contract, the forces of nature, terrorism or other causes.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to:

1. The successful navigation of a river by a paddle raft depends on the active participation of all the guest members of the paddle raft crew, responding to the paddle (and other) commands given by the guide. Inadequate performance of navigational maneuvers by the paddle crew/guide may result in the raft turning over or getting stuck in or against rocks or persons falling from the raft and so forth. Additionally, guides may not be able to assess participants' fitness or abilities as regards the difficulties of a particular trip beforehand. Kayak participants run the same risks as paddle crews, while being solely responsible for their navigation. 2. Being jostled in the river craft, colliding with another occupant, being struck by an oar or paddle etc. 3. Vagaries of the weather, which can include lightning, hail, snow, high winds, tornados etc. 4. Falling out of a raft/kayak, for whatever reason, and/or being separated from the raft/kayak, with resultant injuries or death. 5. A raft/kayak overturning, for whatever reason, and/or being separated from the raft, with resultant injuries or death. 6. Rope or other entanglement in an overturned craft that causes drowning. 7. Foot entrapment in the riverbed or being caught in tree branches or driftwood that causes drowning. 8. Drowning in turbulent water, after falling out of a river craft, or after a river craft overturns. 9. Illness induced by food served. 10. The difficulty or impossibility of obtaining medical services because of the remote location of the activity or other reason. 11. Vehicle malfunction or accidents while traveling to and from activities. 12. Exposure to rockfall, falling trees, flash floods or contact with litter, debris, broken glass, barbed wire, fish hooks, snakes, poison ivy, cactus, slippery rocks, bee/wasp stings etc. 15. Suffering hypothermia or death from cold water. 16. Injuries incurred while stepping in or out of a vehicle, banging into a trailer or falling while getting into/out of a raft/kayak. 17. Other items or circumstances that cannot be foreseen or guarded against.

(Participants who weigh in excess of 275 lbs: Participants who weigh over 275 lbs and who don't bring that fact to our attention beforehand may experience greatly increased difficulties while participating on the raft/kayak trip. In particular, participants who weigh over 275 lbs cannot expect other participants to pull them back into the raft if they fall out. In this case, such participants must take action on their own behalf, in getting themselves to shore.)

B. Private Property

I recognize that NWRLLC has no means to ensure the safety of any possessions or valuables that I may choose to bring with me, and therefore takes no responsibility for personal items, whether they are left in a vehicle or carried on my person or in some sort of container, even in the case that, at my request, a NWRLLC staff person places my property in a container provided by that person or NWRLLC. I take full responsibility for those items that I choose to bring with me, such as watches, currency, wallets, handbags, jewelry, fanny packs, false teeth, eyeglasses, contact lenses, medical supplies, car keys and other keys and so forth. I agree not to seek compensation of any sort from NWRLLC for any loss or damage to any personal items that I choose to bring with me on a river trip provided by NWRLLC.

C. Assumption of Risk/Indemnity/Negligent Acts

In consideration of NWRLLC furnishing services and/or equipment to enable me to participate on river trips, I hereby agree to assume all risks and dangers and all responsibility for any injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners etc. of NWRLLC, or of any other person, to the fullest extent permitted by law. As a condition of my participation in a river trip with

NWRLLC, I, on behalf of myself, my personal representatives and my heirs, hereby agree to release, waive, discharge, hold harmless, defend and indemnify NWRLLC and its owners etc. from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in NWRLLC activities and use of NWRLLC equipment (**I Agree Not To Sue**). Should NWRLLC, or anyone acting on its behalf be required to incur attorneys' fees and costs to enforce this agreement, **I Agree To Pay For All Such Fees And Costs**.

I specifically understand that I am releasing, discharging and waiving any claims or actions that I may take at any time in the future for the negligent acts or conduct of the owners etc. of NWRLLC, to the fullest extent of the law (**I Agree Not To Sue For Negligent Behavior**).

COVID-19: I understand that in participating in a raft or kayak trip with NWRLLC, I may be exposed to persons knowingly or unknowingly infected with COVID-19. Nevertheless, and despite that risk, I freely elect to participate in rafting or kayaking with NWRLLC. In the event that I contract COVID-19 afterwards, I will not seek damages from NWRLLC.

D. Venue

If, despite my agreement to the contrary, I bring a legal dispute, I agree that the venue (the place) of any or all disputes that may arise out of this agreement or otherwise between the parties to which NWRLLC or its agents is a party shall be either the City of Tierra Amarilla, Rio Arriba County District Court or the New Mexico State Supreme Court in Santa Fe County, New Mexico.

E. Photographs/Video

I understand that photos or video may be taken in the course of my trip, and I consent to their use in NWRLLC advertising.

F. Release as Contract and Personal Capacity

I have read the above waiver/release of liability/assumption of risk and by signing it agree it is my intention to exempt and relieve NWRLLC from liability for my personal injury, property damage or wrongful death caused by negligence or any other cause, to the fullest extent of the law (I Agree Not To Sue). I have had sufficient opportunity to read this document and understand everything it contains. I agree to be bound by its terms and sign it of my own accord. I am in full possession of my senses and believe that I am capable of successfully participating in this rafting/fishing trip.

signature	print name	age	date signed	trip/date of trip
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For parents/guardians/custodians of participants of minority age (under 18 at time of participation)

This is to certify that I, as parent/guardian/custodian with legal responsibility for this/these participants do consent and agree to his/her/their release as provided above of all Releasees (NWRLLC etc.), and for myself, my heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the Releasees (NWRLLC etc.) from any and all liabilities incident to the minor child's/children's participation in these activities as provided above, **even if arising from the negligence of the releasees (NWRLLC etc.)**, and to the fullest extent of the law. **Further, I acknowledge that I have provided the correct age(s) of children accompanying me, and have not falsified a child's age so as to have that child qualify for a trip for which his/her true age is unsuitable.**

names and ages of children

signature of parent/guardian/custodian	print name	date signed	emergency phone#
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