

# **Geronimo Trail Guest Ranch Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement**

In consideration of the services of Geronimo Trail Guest Ranch, its respective agents, owners, lessors, shareholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "GTGR."), I hereby agree to acknowledge and discharge GTGR on behalf of myself, my parents, my children, my heirs, assigns, personal representatives and estate as follows:

1. **Inherent Risks.** I acknowledge that the following describes **some, but not all of the risks** that I might encounter while at the GTGR or while participating in activities at or through the ranch. I acknowledge that guest ranches with activities like horseback riding, and numerous other pastimes found at the guest ranch entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of the guest ranch experience.

I acknowledge that the inherent risks associated with the **unguided fishing** or other **water related activity** (IE - swimming, etc.) include, but are not limited to the fact that cold water activities can be strenuous and should not be participated in by persons with heart or cardiovascular ailments; I understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death. It is possible that I could be injured if I come in contact with and be injured by fishing equipment/gear (waders, hooks, knives, poles, etc.) for either spin or fly fishing. I can slip or fall during hiking, fishing, portaging, wading in the creeks or rivers or getting to and from the fishing areas.

I specifically acknowledge that **horseback riding** is classified as a **RUGGED ADVENTURE OR RECREATIONAL ACTIVITY**, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Per this document, I acknowledge being advised that, according to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that result in a hospital stay; related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I also understand and acknowledge that failing to use or properly use safety type equipment such as protective headgear increases my risk of injury or of not surviving an accident or incident while horseback riding. I agree and acknowledge that the term "HORSE" herein shall refer to all equine species and the term(s) "HORSEBACK RIDING" OR "RIDING" herein shall refer to riding or otherwise handling or approaching of horses, ponies, mules, or donkeys, whether from the ground or while mounted on the animal. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

I understand and acknowledge the fact that no horse is a completely safe horse; horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance from 3-5 feet, and the impact may result in injury to the rider. I understand and acknowledge that horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become a unit of movement with another much larger stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. I understand and acknowledge that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, shying, stumbling, bolting, trampling, running from danger, colliding with other animals, objects or persons or other unpredictable behavior. I understand that riders should not carry loose items while riding (IE - toys, purses, hats not fastened securely) that may fall, blow away, flap in the wind or make sharp noises that could frighten the horse; riders should not yell or scream or make other sharp noises that could scare the horse. I understand and acknowledge that saddle girths (saddle fasteners around the horse's belly) may come loose and cause saddle slipping; in the event I notice mine or another rider's saddle slipping it will be my responsibility to notify the guide/wrangler immediately to get assistance in re-securing the saddle. I understand and acknowledge that, upon mounting a horse and taking up the reins the RIDER is in primary control of the horse; as such, my safety as the rider largely depends upon my ability to carry out simple instructions and upon my ability to remain balanced aboard the moving animal. I also understand and acknowledge that this ranch is NOT responsible for acts, occurrences or elements of nature (IE -thunder, lightning, rain, wind, wild and domestic animals, insects or reptiles that may run,

fly near, bite and/or sting a horse or person and/or irregular footing on out-of-door groomed or wild terrain) that can scare a horse, cause it to fall or cause it to react in some other unsafe way.

I acknowledge that I may choose to participate in **other activities/pastimes** while at the GTGR - each of which will have its own known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Other activities include things like hiking, fishing, campfires, horse shoe games, etc., each of which has elements of risk. GTGR is **not a "Common Carrier"** but rather is in the business of providing guest ranch type activities. Transportation to and from the activities is incidental. Transport and car, bus or van travel in some instances may be provided by GTGR and may involve errors in judgment by GTGR staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

I acknowledge that, in the remote locations used by GTGR, participants may experience extreme **environmental and/or weather conditions**. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, hypothermia and/or extreme cold, some or all of which may diminish my or the other participants' ability to react or respond. Participants may encounter dangerous wildlife or insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur. Communication in the terrain used by GTGR for its activities can be difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I specifically acknowledge also that this trip involves lodging in a rustic New Mexico **style guest ranch** or cabins which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of some of these activities and that I and other participants may be eating in the outdoors or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform GTGR of any specific food related allergies. I specifically acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to GTGR, its property or to other guests. I acknowledge that my time at the GTGR may require me to use equipment that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

**By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my stay at the GTGR.**

Furthermore, **GTGR Guides/Wranglers** 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/or I as the participant may fail to understand the safety directions due to language issues. With knowledge of all of these issues:

2. **Express Assumption of Risk.** As lawful consideration for my being allowed to participate in the activities offered at the GTGR Ranch, I expressly agree on behalf of myself and any of the children for which I am responsible, to accept and assume **all** the risks existing in the GTGR package and activities I/we are attending. My/our participation in this GTGR trip is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree that this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by New Mexico law and that I/we are signing it of my/our own free will.

3. **Release and waiver of Rights Including for Claims of NEGLIGENCE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GTGR from any and all claims, demands, or causes of action, which are in any way connected with my participation in the GTGR package or my use of GTGR's equipment or facilities, including any such claims which allege negligent acts or omissions of GTGR.

4. **New Mexico Equine Liability Act - NMSA §§ 42-13-1 et seq. (1993).** I understand and acknowledge that New Mexico state law provides that no person, corporation or partnership is liable for personal injuries to or for the death of a rider (or other participant) that may occur as a result of the behavior of equine animals while engaged in any equine activities. I understand and acknowledge that I am agreeing to engage in this equine activity at my own risk.

5. **Indemnity.** As liquidated damages, I agree that, should GTGR 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 (in other words, pay for...) for all such fees and costs and I will accept legal tender of defense and indemnity to enforce this agreement.
6. **Personal Skill & Insurance.** I certify that myself and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by GTGR. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself/ourselves.
7. **Medical Issues.** I further agree that, in the event that GTGR deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the ranch is located for ANY type of health related reason that, by signing this document, I am giving GTGR permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against GTGR for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from GTGR activities or the field.
8. **Photographic Assignment.** I understand that GTGR reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities offered at the ranch and I hereby agree that GTGR may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by GTGR.
9. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by New Mexico law and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.
10. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against GTGR, 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 and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate or my children's estates might otherwise have been entitled. I agree to submit to the jurisdiction of the New Mexico courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this agreement/contract can be used as if it was the original. I understand that this document constitutes the entire agreement between myself and GTGR and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement/contract.

**By signing this document, I acknowledge that if anyone is harmed or property is damaged during my participation in this GTGR trip, I may be found by a court of law to have waived my right to maintain a lawsuit against GTGR on the basis of any acknowledgments I have made in this document.**

**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.**

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
 Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

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