



Eostre Enterprises, Inc., dba Quiet Waters Paddling Adventures

## **WAIVER - RELEASE OF LIABILITY - ASSUMPTION OF RISK - INDEMNIFICATION**

**\*\*\*READ BEFORE SIGNING\*\*\***

In consideration of being allowed to rent a canoe, kayak or other watercraft, participate in guided river trips and/or any other activities offered by Quiet Waters Paddling Adventures (QWPA), I the undersigned, acknowledge, appreciate, and agree that:

1. I am aware that watercraft activities, including canoeing and kayaking, have inherent risks associated with them, including the potential for severe physical injury or death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, including any other property damage or loss, **EVEN IF ARISING FROM THE NEGLIGENCE OF QWPA** or others, and assume full responsibility for my participation.
3. To the extent permitted by law, I **WAIVE** any claim that I may have against QWPA, its directors, officers, employees, agents, independent contractors and any owners and/or lessors of premises used to conduct QWPA activities, including but not limited to: City of Albuquerque, Town of Bernalillo, Village of Corrales, Middle Rio Grande Conservancy District, New Mexico Energy, Minerals and Natural Resources Department, City of Rio Rancho, United States Bureau of Reclamation, University of New Mexico, Alfred L. Baca Family Limited Partnership, Alfred L. Baca and Andre Baca, (collectively the "Released Parties"), for any injury or loss that I suffer as a result of my rental of a canoe or other watercraft from QWPA or my participation in any QWPA activity, whether the injury or loss is due to the negligence of QWPA or the conduct of third parties. This means that I am giving up my right to sue the Released Parties for any such injury or loss.
4. I agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties from all claims, demands, losses, and liability (including attorney's fees) that arise from or relate to my rental of a canoe, kayak or other watercraft from QWPA or my participation in any QWPA activity. This means I will pay the Released Parties for any loss by the Released Parties connected to my rental of a canoe or other watercraft from QWPA or my participation in any QWPA activity.
5. I acknowledge that the Released Parties are not responsible for any possessions or valuables that I may choose to bring with me and I take full responsibility for any such items that I choose to bring with me on either a self guided or QWPA guided river trip. I agree not to seek compensation of any sort from the Released Parties for any loss or damage to any personal items.
6. I agree to comply with any terms and conditions for participation in QWPA activities. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest QWPA representative immediately.
7. I will notify QWPA of any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation in any QWPA activity.
8. I give my permission to QWPA to use my name, image, voice, or statements in commercial or non-commercial publicity for QWPA.
9. I agree to pay all costs, including attorney's fees, incurred by the Released Parties in enforcing or defending any rights under this Agreement. I agree that this Agreement shall be governed by the laws of

the State of New Mexico and that any disputes relating to this Agreement shall be brought in Bernalillo County, New Mexico.

10. This Agreement shall be binding upon my heirs, administrators, personal representatives and assigns in the event of my death.

11. If any portion of this Agreement is deemed unenforceable, the remaining portions and provisions shall remain in full force and effect.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participant's Signature X \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Existing Health/Medical Conditions: \_\_\_\_\_

Emergency Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_

By providing my email address, I am requesting receipt of electronic correspondence from QWPA, including information about upcoming events and special offers.

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of the Released Parties, and, for myself, my heirs, assigns, and next of kin, I waive and agree to indemnify and hold harmless the Released Parties from all liability associated with my minor child's involvement with the rental of a canoe or other watercraft from QWPA or participation in QWPA activities, as provided above, to the extent permitted by law. Further, I acknowledge that I have provided the correct age(s) of the minor participants named below, 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.

**Minor participant's name(s) and age(s):**

Name	Age	Height	Weight	Any Medical /Health Conditions?
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Parent/Guardian Signature X \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Emergency Phone Number(s): \_\_\_\_\_