Village of Ruidoso – New Mexico Parks and Recreation Department

GENERAL RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: THIS FORM CONTAINS A RELEASE AND WAIVER OF LIABILITY AND WHEN SIGNED IS A CONTRACT WITH LEGAL CONSEQUENCES. PLEASE READ IT CAREFULLY BEFORE SIGNING YOUR NAME.

TO VILLAGE OF RUIDOSO. In consideration of the opportunity afforded me to participate in the activity described herein (the Program/Event), I, the undersigned participant (or parent/quardian), freely agree to make the following contractual representations and agreements. The Program/Event is: I, the undersigned participant (or parent/guardian) do hereby knowingly, freely and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my (or my dependent's) participation in the activity and agree to release, waive, discharge and covenant not to sue the Village of Ruidoso (VOR), its officers, agents, employees and volunteers (all for the purposes herein referred to as the "VOR") from any and all liability to myself, my heirs, legal representatives and assigns, or a third party directly or indirectly in connection with, or arising out of, my (or my dependent's) participation in the activity, whether caused in whole or in part by the negligence of the VOR. I further agree to indemnify and hold harmless the VOR from any and all liability resulting from claims, causes of action or losses sustained by third parties arising out of, my and/or my child's/ward's participation in the activity. I have been advised by the Village of Ruidoso to inspect the premises where the recreational activities are to occur in order to review the safety of the facility for the intended purpose. I, on behalf of myself, or as parent/quardian of the dependent named herein, do hereby grant full permission to the Village of Ruidoso to use photographs, videotapes, recordings and any other record of the activity for any legitimate purpose whatsoever (ex: social media, marketing, advertising, etc.). I, the undersigned participant (or parent/guardian) have read this form, fully understand its terms and understand that I, on behalf of myself (or my dependent described herein) have given up substantial rights by signing it and have signed it freely and without any inducement or assurance or any nature and intend it to be a complete and unconditional release of any all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid the balance notwithstanding, shall continue in full legal force and effect. I recognize that my execution of this General Release, Indemnity and Waiver of Liability is a significant inducement to the Village of Ruidoso's permission for my child to participate in the program. PARTICIPANT:____ PRINTED NAME SIGNATURE PARENT/GUARDIAN:_____ PRINTED NAME SIGNATURE (if participant is under 18) PARENT/GUARDIAN PHONE NUMBER: PARENT/GUARDIAN E-MAIL ADDRESS: ______

Rev: July 2013