

PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK
(MINOR PARTICIPANT)

Please read this document carefully. It provides important information about the activities at El Porvenir Christian Camp and Retreat Center ("EPCC" or "the Camp") and affects your legal rights and those of your child in the event that your child suffers a personal or bodily injury or other loss arising from his or her participation in activities or from being on the premises of the Camp.

I certify that I am the parent or legal guardian of _____ ("my child"), and that I am signing this Participant Agreement on behalf of my child. In consideration of my child being permitted to participate in activities of EPCC, use its facilities, or visit its premises for any purpose, I acknowledge and agree to the following:

Activities: I understand and acknowledge that activities of EPCC in which my child may participate, on the premises of the Camp or elsewhere, may include, among others, the following: kayaking, canoeing, swimming, hiking, backpacking, archery, riflery and other shooting sports, fishing, volleyball, basketball and other playground and gym games, rock climbing, rappelling, exploring caves or mines (spelunking), zip lining and other high and low ropes course elements, participating in "paintball" games, downhill sledding and snow tubing, mountain boarding (riding down dirt and loose-rock inclines), and riding mountain scooters (not motorized) and mountain bikes. As a participant, my child may also engage in competitions involving running, swimming, cycling, and other activities organized by the Camp or by others using the camp facilities and surrounding forest. My child agrees to abide by rules and regulations of the Camp and to follow instructions of staff.

Risks of Activities and Premises: I understand and acknowledge that, whether my child is supervised or not, there are risks associated with the activities of the Camp and moving about its premises and other activity sites. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care; falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; errors in judgment and conduct, including negligence, of staff, co-participants, and others; the failure of gear and equipment; and other risks of property damage, bodily injury, and death. I understand and acknowledge that some of these risks are inherent in the activities and the premises and, without undertaking these risks, the Camp experience would lose its value and appeal.

Assumption of Risks: On behalf of my child, I acknowledge and assume all risks of the activities of EPCC, wherever they may take place, and all risks of my child being on and moving about the premises of EPCC and any other sites of its activities. On behalf of my child, I acknowledge and assume all risks whether or not the particular risk has been described in the paragraph above and whether or not the particular risk is inherent in the activities undertaken or the premises. I have explained the risks to my child and my child understands them and chooses to participate in the activities and use the Camp and other facilities and premises in spite of such risks.

RELEASE: ON BEHALF OF MY CHILD, I AGREE TO WAIVE, RELEASE, AND NOT TO SUE EPCC, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, AND STAFF (EMPLOYEES AND VOLUNTEERS) ("RELEASED PARTIES") FOR ANY PROPERTY LOSS, PERSONAL OR BODILY INJURY, OR DEATH SUFFERED BY MY CHILD THAT IS IN ANY WAY RELATED TO HIS OR HER ENROLLMENT OR PARTICIPATION IN ANY ACTIVITIES OF EPCC OR HIS OR HER PRESENCE ON THE PREMISES OF EPCC OR ANY OTHER ACTIVITY SITE.

Initials _____

Indemnity: On behalf of my child, I further agree to indemnify and hold harmless (that is, to protect and defend, and pay demands and judgments, including costs and reasonable attorneys' fees) the Released Parties from any claim of property loss, personal or bodily injury, or death suffered by my child that is in any way related to his or her enrollment or participation in any activities of EPCC or my child's presence on the premises of EPCC or any other activity site.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE BY ANY RELEASED PARTY BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.

Other:

- On behalf of my child, I agree to the terms of this Participant Agreement and agree that the protections it provides to the released and indemnified parties are intended to be as broad and inclusive as permitted by New Mexico law.
- I hereby consent to EPCC taking or using any photographs of my child or recording my child, whether audio or video, while he or she is on the premises of EPCC or any other activity site. I agree that EPCC may use any such photographs or recordings of my child without providing any compensation or remuneration.
- EPCC is authorized to provide or obtain medical care for my child, as it deems appropriate or necessary, and to exchange medical information about my child with any third-party care providers.
- To the extent a claim asserted by me or my child against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, I agree that the Released Party may recover from me or my child his or her costs, including reasonable attorneys' fees, incurred in defending the claim.
- I acknowledge and agree that any suit that I or my child brings against a Released Party shall be brought exclusively in San Miguel County, New Mexico, and that the laws applicable thereto shall be those of the State of New Mexico without regard to any conflict of law principles.
- This Participant Agreement may be amended only by a written instrument signed by a duly authorized representative of EPCC.
- Should a court of competent jurisdiction find any provision of this Participant Agreement to be invalid, illegal, or unenforceable, on behalf of my child, I agree that the remainder of this Participant Agreement shall nevertheless remain in full force and effect.
- I acknowledge and agree that this Agreement is intended to be binding upon me and my child and my child's heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

Signature: _____

Printed Name: _____

Date: _____