COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT & PHOTOGRAPHIC RELEASE

In exchange for and in consideration of the Field Institute of Taos making its summer programs (hereinafter referred to as the "Programs") available to me and my Child and recognizing that we may decline these services and choose not to participate in the Programs, **THE UNDERSIGNED, FOR MY CHILD, MYSELF, AND ANY OTHER PARENT/GUARDIAN OF MY CHILD HEREBY REPRESENTS TO AND CONTRACTS AND AGREES WITH FIELD INSTITUTE OF TAOS** as follows:

I am a parent and/or guardian of the minor child identified below (herein referred to as "my Child"), I have authority to enter into this release and indemnity contract on behalf of my Child, on my own behalf and on behalf of any other parent or guardian of my Child, and I do so **FREELY, FULLY, AND WITHOUT RESERVATION.**

For myself and my Child, I agree and understand that these Programs offer outdoor activities (including hiking, camping, and bicycling) that contain **INHERENT RISKS** and may be **HAZARDOUS ACTIVITIES** and may result in injury or death to my child during his/her participation in the Programs**.** These risks and hazards include, but are not limited to: physical injury, trauma, emotional injury, death and property damage, falling, equipment failure; interference from other activities in the vicinity; high altitude and rigorous physical activity and exhaustion. The activity or activities in which my minor child has chosen to participate may include physical challenges, which, if aggravated by high altitude conditions, may place unusual demands on my minor child's bodily systems. I acknowledge that this is not an exhaustive list of the risks or hazards my minor child may encounter, and that my minor child may encounter unforeseen situations.

I ASSUME ALL RISKS in connection with my Child's participation in such Programs and related activities (including all transportation), including, but not limited to, personal injury or death, and **PROMISE NOT TO SUE AND COMPLETELY RELEASE** the Field Institute of Taos, their representatives, agents, affiliates, officers, directors, servants, and employees (hereinafter collectively "FIT") **FROM ALL LIABILITY** for any injuries, death, or damages and from any claim by me, any other parent or guardian of my Child, my Child, anyone on behalf of my Child and by my Child's estate, heirs, and assigns arising in any way from my Child's participation in the Programs, whether such loss, damage or injury results from negligence or otherwise.

I AUTHORIZE FIT to call for medical care for my Child or to transport my Child to a clinic or hospital if, in the opinion of FIT, such medical attention is needed. **I AGREE TO PAY** all costs associated with medical care and transportation for my Child and indemnify and hold FIT harmless from any costs incurred therein, or any claims arising therefrom.

I CONTRACTUALLY AGREE that any and all disputes between FIT and me and any other parent/guardian of my Child relating to my child's participation in the Programs, and any and all claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION THEREOF** will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I grant FIT, the **ABSOLUTE RIGHT AND PERMISSION** to use, sell, and publish photographs of my Child.

I have carefully read the foregoing **COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** and understand its contents, including the jurisdictional agreement. **I ACKNOWLEDGE AND UNDERSTAND** this is a **COMPLETE RELEASE AND INDEMNITY AGREEMENT**, that it includes any and all claims of my Child, me or any other parent/guardian of my Child for any reason, and is a **LEGALLY BINDING CONTRACT**.

I AM AWARE THAT THIS LEGALLY BINDING CONTRACT WILL REMAIN IN FULL FORCE AND EFFECT FOR THE YEAR IN WHICH THE RELEASE WAS SIGNED AND THAT <u>BY SIGNING IT I AM RELEASING RIGHTS</u> OF MY CHILD, MYSELF, AND OTHERS.

_____

Minor Child (Print Name)

_____

Parent/Guardian (Print Name)

_____

Parent/Guardian Signature   **Date**