I fully understand and acknowledge that whitewater river rafting/kayaking/fishing and associated activities (river trips) are a natural adventure, absent of artificial controls over the environment and that no river trip is free of risk. Risks, both known and unknown, dangers and hazards exist in my participation in NWRCo activities and my use of NWRCo equipment. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, fractures, partial or total paralysis and other ailments that could cause serious injury and death.

These risks and dangers may be caused by the negligence of the owners, employees, officers or agents (owners etc.) of NWRCo, the negligence or malevolence of the participants or others, accidents, breaches of contract, the forces of nature or other causes.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to:
1. Guide decision-making, including that a guide may misjudge river route location, with the result that the raft/kayak may turn over or persons may fall from the raft/kayak.
2. Unanticipated changes in water level.
3. Vagaries of the weather, which can include lightning, hail, high winds etc.
4. Falling out of a raft/kayak, for whatever reason.
5. A raft/kayak overturning, for whatever reason.
6. Rope or other entanglement in an overturned craft.
7. Foot entrapment in the riverbed.
8. Drowning in turbulent water, after falling out of a river craft, or after a river craft overturns.
9. Illness induced by food served.
10. The difficulty or impossibility of obtaining medical services because of the remote location of the activity or other reason.
11. Vehicle malfunction or accidents while traveling to and from activities.
12. Snakebite.
13. Rockfall.
14. Contact with litter and debris, such as broken glass, barbed wire etc.
15. Contact with poison ivy, cactus etc.
16. Other items that cannot be foreseen or guarded against.

I recognize that NWRCo has no means to ensure the safety of any possessions or valuables that I may choose to bring with me, and therefore takes no responsibility for personal items, whether they are left in a vehicle or carried on my person or in some sort of container, even in the case that, at my request, a NWRCo staff person places my property in a container provided by that person or NWRCo. I take full responsibility for those items that I choose to bring with me, such as watches, currency, wallets, handbags, fanny packs, false teeth, eyeglasses, contact lenses, medical supplies, car and other keys and so forth. I agree not to seek compensation of any sort from NWRCo for any loss or damage to any personal items that I choose to bring with me on a river trip provided by NWRCo.

In consideration of NWRCo furnishing services and/or equipment to enable me to participate on river trips, I hereby agree to assume all risks and dangers and all responsibility for any injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners etc. of NWRCo, or of any other person, to the fullest extent permitted by law.
As a condition of my participation in a river trip with NWRCo, I, on behalf of myself, my personal representatives and my heirs, hereby agree to release, waive, discharge, hold harmless, defend and indemnify NWRCo and its owners etc. from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in NWRCo activities and use of NWRCo equipment (I AGREE NOT TO SUE).

I specifically understand that I am releasing, discharging and waiving any claims or actions that I may take at any time in the future for the negligent acts or conduct of the owners etc. of NWRCo, to the fullest extent of the law (I AGREE NOT TO SUE FOR NEGLIGENT BEHAVIOR).

If, despite my agreement to the contrary, I bring a legal dispute, I agree that the venue (the place) of any or all disputes that may arise out of this agreement or otherwise between the parties to which NWRCo or its agents is a party shall be either the City of Santa Fe, New Mexico Justice Court or the New Mexico State Supreme Court in Santa Fe County, New Mexico.

I have read the above waiver/release of liability/assumption of risk and by signing it agree it is my intention to exempt and relieve NWRCo, Inc. from liability for my personal injury, property damage or wrongful death caused by negligence or any other cause, to the fullest extent of the law (I AGREE NOT TO SUE).

signature

print name

age

date signed

trip/date of trip


For parents/guardians of participants of minority age (under 18 at time of participation)
This is to certify that I, as parent/guardian with legal responsibility for this/these participants do consent and agree to his/her/their release as provided above of all Releasees, and for myself, my heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/children's participation in these activities as provided above, even if arising from the negligence of the releasees, and to the fullest extent of the law. Further, I acknowledge that I have provided the correct age(s) of children accompanying me, 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.

names of children

signature of parent/guardian

print name

date signed

emergency phone#


Taos Box participants only
I, the undersigned, recognize the dangers inherent in whitewater activities, including the danger of head injury. I assume the hazards of these risks upon myself since I wish to participate in these activities. I realize I am subject to potential injury from this activity and that no form of preplanning can remove all the danger to which I am willingly exposing myself. I have been offered a protective helmet, intended to prevent head and brain damage in the event of an accident. Against the advice of the guide and NWRCo, I am refusing this critical safety precaution.

I, the undersigned, have read and understand the above.

signed

print name

date