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**Release of Liability and Agreement to Hold Harmless**

**Dates(s) Attending: Saturday, March 28, 2020**

**Please Read Carefully — This is a Release of Liability**

Although precautions are taken to provide proper organization, instruction and equipment for your participation in the **March 28, 2020 helicopter training**, there can be no guarantee of absolute safety against injury or unforeseeable accidents. There are elements of risk associated with any activity, sport or training—particularly those involving animals. I hereby release the New Mexico Emergency Services Council (NMESC), also known as the New Mexico Search and Rescue Council (NMSARC), from all liability and agree to defend and hold NMESC/NMSARC harmless for any activity involving myself and/or any animals for which I am responsible. I understand that I and my animals may be involved in activities that include, but are not limited to, approaching and/or boarding a “hot” helicopter (engine[s] running, rotors turning); handling a tagline; hiking; search and rescue activities; and/or other physical activities. Some of these activities are rugged activities. I acknowledge that I may decline to participate in any activity. Any participation will be voluntary.

**ACKNOWLEDGMENT OF RISKS:** I recognize that there is inherent danger in any activity that involves physical exertion or risk-taking; that natural hazards do exist; that although the program may or may not be strenuous, injuries or medical complications may occur; that certain foreseeable and unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity; and that balance and physical coordination may affect the occurrence of accidents or falls.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity in which I may be engaged, I confirm that I am physically and mentally capable of participation in the activity and will be in control of any and all animals for which I am responsible. I understand that I am participating willingly and voluntarily, and I assume full responsibility for personal injuries to me and/or my animals, including accidents, illness and death. I also assume responsibility for damage to or loss of my personal property.

**TERMINATION OF ACTIVITY:** I recognize that NMESC/NMSARC may find it necessary to terminate any activity owing to forces of nature, medical necessity or other problems. I also recognize that NMESC/NMSARC may terminate the participation of any person judged to be incapable of meeting the rigors and/or requirements of participating in these activities. I accept the right of NMESC/NMSARC to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives related to these or any other activities involved in this training/service.

**RELEASE:** In consideration of any and all training/services provided, I do hereby release the New Mexico Emergency Services Council (NMESC), also known as the New Mexico Search and Rescue Council (NMSARC), as well as its board of directors, officers, agents, employees and volunteers, from all liability with respect to me, and I waive any claim(s) for damages arising from any cause whatsoever.

**INDEMNIFICATION:** I further agree to indemnify and hold harmless NMESC/NMSARC from any claim made by me or my heirs for any personal injury, property loss or death, including, but not limited, to paying any demand, judgment, attorney fees or costs.

**CHOICE OF LAW:** This agreement is controlled by the laws of the State of New Mexico in effect on the date of signing.