



H&A OUTFITTERS, INC.
ASSUMPTION OF RISK, WAIVER OF RIGHTS,
RELEASE FROM LIABILITY and INDEMNITY AGREEMENT

Please read this “Release” carefully before signing. In consideration of being permitted to hunt with H&A Outfitters, Inc. and receive its guide services and to participate in all the activities therein (hereafter “Activities”) and in recognition of H&A Outfitters’ reliance hereon, Participant (including Parent/Guardian of minor Participants) agrees as follows:

1. **ACKNOWLEDGEMENT OF RISKS:** I acknowledge that the following describes some, but not all, of the risks I might encounter while hunting. I acknowledge that activities like hunting involve known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself or to my property. I understand and acknowledge that the enjoyment and excitement of hunting is derived in part from the inherent risks associated with it, which are beyond the accepted safety of life at home or in my normal day to day activities. These inherent risks contribute to my enjoyment and excitement and are a vital reason for my participation in this activity. I understand that such risks cannot be eliminated.
 - a. **HUNTING:** I acknowledge **all hunts are physically demanding** due to the rugged and often steep mountainous terrain or open country. Game animals, especially trophy animals, rarely live in easy to access areas. I understand that a typical day hunting involves hiking or riding early in the morning before sunrise and doing the same after sunset. I acknowledge that even when not riding, hiking will often be on rocky and/or steep inclines. I understand that while in the outdoors I can be subject to unpredictable storms, high winds, bitter cold, lightning, snow, hail, falling rocks, rapidly moving (cold) creeks or rivers, falling, or fallen timber, dangerous wild animals or biting insects, and other natural or unmarked man-made hazards and dangers. I know and understand that having a successful and safe hunt depends upon my own physical abilities and conditioning. I acknowledge that hunting also includes the risk of being killed or hurt from the accidental, negligent, or otherwise use of firearms, bows and arrows, knives, ammunition, and other hunting equipment, etc.
 - b. **HORSEBACK RIDING:** I acknowledge that riding or otherwise dealing in any way with horses and mules (hereafter “horses”) includes risks. I understand that horses are unpredictable in all circumstances and without warning can kick, bite, stomp, stumble, rear, bolt, fall, and react to the environment, sudden

movements, noise, light, vehicles, people, other animals, or objects. Horseback riding can involve equipment that may break, saddles that may slip, and other riders who may not control their animals. Some horses may be owned by H&A Outfitters and some horses may be owned by others. Participant agrees to assume the risks no matter what the ownership of a horse. **WARNING:** Under New Mexico law, “[n]o person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities.” § 42-13-4 NMSA (1978).

- c. **CAMPING:** I understand the risks associated with camping in the wilderness include slipping or falling during camp activities, burns from campfires/cooking, and cuts from axes, hatchets, and knives. I understand that campsites sometime hide dangerous obstacles such as tree stumps, rocks, and holes. I acknowledge the inherent risks associated with lodging in tents; namely, tripping on tent stakes or ropes, and that tents are particularly subject to issues related to inclement weather, temperature variations and wildlife attacks.
 - d. **DECISION MAKING:** I understand that there are risks involved in decision-making and conduct, including the risk that an H&A Outfitter guide may misjudge a Participant’s abilities, or misjudge weather, terrain, or the character of a horse.
 - e. **EQUIPMENT RISKS:** I understand that equipment used may break, fail or malfunction.
 - f. **REMOTE LOCATION:** I understand that my hunt may take place in remote areas that can be hours and hours away from any life-saving medical facility. The remote location may cause difficulties with communication, transportation, evacuation, and life-saving medical care.
 - g. **FOOD PREPARATION:** I acknowledge that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and or illness.
2. **EXPRESS ASSUMPTION OF RISK:** I AM AWARE AND UNDERSTAND THAT HUNTING IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT THE RISKS IDENTIFIED IN SECTION 1 (a through g) DOES NOT INCLUDE ALL OF THE RISKS OF HUNTING. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE H&A OUTFITTERS, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF H&A OUTFITTERS. NOTWITHSTANDING THE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF H&A OUTFITTERS OR OTHERWISE.

3. **WAIVER & RELEASE:** I hereby expressly waive and release any and all claims, now known or hereafter known, against H&A Outfitters, and its agents, owners, officers, employees, representatives, affiliates, and all other persons or entities associated with it, including the owners, agents or employees of any leased private land, and the owners, agents or employees of any leased livestock (horses, mules, donkeys) successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the H&A Outfitters or any Releasees or otherwise. **I covenant not SUE or make or bring any such claim against the H&A Outfitters or any other Releasee, and forever release and discharge H&A Outfitters and all other Releasees from liability under such claims.**

4. **INDEMNIFY, DEFEND AND HOLD HARMLESS:** I shall defend, indemnify, and hold harmless H&A Outfitters and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, fees or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, arising out or resulting from any claim of a third party related to the Activities, including any claim related to my own negligence or the ordinary negligence of H&A Outfitters.

5. **EMERGENCY TREATMENT CONSENT:** I further agree that, if I am unable to consent to treatment and H&A OUTFITTERS deems it necessary to administer emergency first aid or CPR or to extricate me from the field, I am giving H&A Outfitters permission to: administer emergency first aid or CPR, secure emergency transport or medical care. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless H&A Outfitters all other Releasees from any claim based on such treatment or other medical services.

6. **PHOTOGRAPHS:** I understand that H&A Outfitters reserves the right to take photographs or digitally record the public activities conducted during the hunting trip and I hereby agree that H&A Outfitters may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in the media in which my name or likeness might be used by H&A Outfitters.

7. **ACKNOWLEDGMENT, PERSONAL CAPACITY, FORUM SELECTION:** I have read, and I understand that I am surrendering valuable legal rights and I am doing so freely and voluntarily. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this Release. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release. I further agree that this Release is intended to be as broad and inclusive as

permitted by the laws of New Mexico. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of New Mexico. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Santa Fe County, New Mexico and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE H&A OUTFITTERS.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

[Witnessed:

Printed Name of Witness:

Address:

Date: _____