

Minor Child Participation in Activities: Parent/Guardian Consent to Participation,  
Acknowledgement of Risk, Express Assumption of Risk, Waiver and Release of Liability,  
Indemnification, and Hold Harmless Agreement (“the Agreement”)

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (the “minor child”), of whom I am the parent or legal guardian, understand that during the minor child’s participation in an outdoor recreation event with the Santa Fe Conservation Trust, (the “Event”) I understand that the minor child will have the option to participate in activities that may include:

- Mountain biking or hiking in remote areas
- exposure to wild animals, snakes and insects
- exposure to inclement weather
- exposure to deep/or fast moving water
- other strenuous outdoor activities
- use of sharp tools (for trail maintenance events)

In this document, these activities will be collectively referred to as the “activities.”

By my signature below, the extent legally permitted, I *waive, release, and discharge from all claims and all liabilities, and covenant not to sue* the Event, its/their agents, managers, employees, or staff (collectively, “Event”), the City of Santa Fe, nor the County of Santa Fe, as a result of the minor child’s participation in the activities. I have voluntarily signed this waiver on behalf of the minor child, the minor child’s family, estate, heirs, or assigns.

On behalf of the minor child, I acknowledge that I am aware that the activities can involve serious health risks, risk of injury or death, and may be considered dangerous activities. My minor child’s participation in the activities may expose the minor child to the possible reckless, negligent, or intentional conduct of other participants. On behalf of the minor child, I understand that the hazards associated with these activities cannot be foreseen. On behalf of the minor child, *I assume the risks associated with the minor child’s participation in the activities.*

*Indemnity, Guaranty, and Hold Harmless Provisions:* I personally assume liability for, and guaranty payment to the Program of, and agree to pay, protect, defend and hold the Program harmless from and against, and hereby agree to indemnify the Program from and against, any and all liabilities, damages, claims, demands, judgments, costs and expenses (including attorneys’ fees), which may be incurred by, or awarded against the Program as a result of the minor child’s participation in the activities, to the extent permitted by law. I agree that if any portion of this Agreement is held invalid or overbroad, the remainder of the Agreement shall continue in full legal force and effect.

*Consent to Participation in Activities:* By my signature below, I consent to my minor child’s participation in the activities. In addition, I agree that the Santa Fe Conservation Trust, the Trails Alliance of Santa Fe, and the City and County of Santa Fe, may use any pictures of my minor child taken during or after the event for print, promotional, or other purposes. The exceptions to the activities covered by my consent are as follows: [if there are no exceptions, write “none;” otherwise, write the name of the activity to which consent is *not given*]

---

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE ACKNOWLEDGEMENT OF RISK, EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND MY MINOR CHILD BY VOLUNTARILY SIGNING IT. I HAVE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT AND ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT AN ATTORNEY CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT.**

---

Parent/Guardian’s Printed Name

---

Date

---

Parent/Guardian’s Signature