

**Albuquerque Wildlife Federation**  
**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND**  
**INDEMNIFICATION AGREEMENT**

**This document affects your legal rights. Please read carefully before signing.**

**PROJECT AND ASSOCIATED RISKS:** I have chosen to participate in a volunteer ecological restoration project ("Project") organized by the Albuquerque Wildlife Federation ("AWF").

I understand that:

- participating in this Project is inherently hazardous, and I may be exposed to dangers and hazards, including but not limited to **transmission of communicable illness including Covid-19**, falls, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, hostile or aggressive wildlife, drowning, death, equipment failures, and negligence of others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Project; and
- AWF assumes no responsibility for providing medical care during the Project, and I will have to pay for any medical care and/or evacuation expenses that I incur.

In consideration of the permission to participate in the Project, I agree to the terms contained in this document.

**ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this Project, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Project or during any transportation to or from the Project—including any injury or loss caused by the negligence of AWF, its employees, agents and officers, its contractors, and other Project participants. I also understand that any equipment that I provide or may borrow or rent from AWF or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

**RELEASE OF LIABILITY:** I hereby release AWF, its agents, officers, and contractors, the providers of any equipment used in the Project, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors ("the Released Parties") from all liabilities, causes of action, claims and demands that arise in any way from any illness, injury, death, loss or harm that occur to me or to any other person or to any property during the Project or in any way related to the Project, including during transportation to or from the Project. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that New Mexico law does not permit to be excluded by agreement. I agree not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Project or are related in any way to the Project.

**AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Project provided to me, including AWF's Covid-19 Safety Protocols, and to follow directions given to me by the leaders of the Project.

**IF PARTICIPANT IS A MINOR, SIGNATURE OF PARENT OR RESPONSIBLE ADULT IS REQUIRED.** In consideration of the minor child being permitted to participate in the Project, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Project. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Project or in any way related to the Project. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that New Mexico law does not permit to be excluded by agreement.

**USE OF MY LIKENESS:** I understand that during the Project I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to AWF and its assigns permission to use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY WAIVER BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

**Project Location:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_