

actions of others, including without limitation the acts or omissions of participants, volunteers, spectators, coaches, event officials and event monitors and/or sponsors of the Activity.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge Santa Fe County and the Manager of the Cyclone Center and all their employees, agents, staff, volunteers, heirs, representatives, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Santa Fe County and the Manager of the Cyclone Center for personal injury or property damage.

To the extent that state law or case law does not prohibit releases for negligence, this release is also for negligence on the part of Santa Fe County and the Manager of the Cyclone Center and their employees and agents.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions, neglect or recklessness.

This agreement was entered into at arm's-length without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Santa Fe County and the Manager of the Cyclone Center agree that this agreement is clear and unambiguous as to its terms, and no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this release shall be deemed to be severable or invalid, or of any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as that clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Santa Fe County and its "public employees" as defined in the NM Tort Claims Act, §41-4-1, NMSA 1978, et seq., do not waive any sovereign immunity, do not waive any defense and do not waive any limitation of liability under the NM Tort Claims Act. No provision of this waiver and release modifies or waives any provision of the NM Tort Claims Act.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Relationship to Participant</u>	<u>Contact Telephone #</u>
_____	_____	_____
_____	_____	_____

In the event that the Participant is under the age of consent (18 years of age), then this waiver and release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of the Participant named above, and do hereby give my consent without reservation and agreement to the forgoing waiver and release on behalf of the Participant.

(Signature of parent or guardian)

(Date)