

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, STATE PARKS
DIVISION, CITY OF RATON AND CITY OF RATON DEPARTMENT OF PARKS OF
RECREATION
RELEASE AND WAIVER FORM

I, _____, on my own behalf and on behalf of my heirs, next of kin, executors, administrators, estate, agents and assigns, and representatives of any nature whatsoever, for and in consideration of the authorization and permission to access and use certain property owned and operated by The City of Raton and the Energy, Minerals and Natural Resources Department, State Parks Division to participate in the “Raton Polar Bear Plunge” sponsored by City of Raton Dept of Parks and Recreation to take place at Lake Maloya on January 1, 2018 such authorization and permission has been granted to me at my voluntary request, after having been fully advised of the potential hazards of such activity or activities do hereby WAIVE AND RELEASE all demands, damages, actions, causes of actions, suits and claims of any nature whatsoever, and costs (including attorneys’ fees) whether in law or in equity, that I or my heirs, next of kin, executors, administrators, estate, agents and assigns, and representatives of any nature whatsoever might otherwise have against the State of New Mexico, the Energy, Minerals and Natural Resources Department, State Parks Division, the City of Raton, the City of Raton Department of Parks and Recreation and their respective agents, employees and representatives, on account of my death or injuries, both to person and to property, whether foreseeable or not, which may occur, directly or indirectly, or develop at anytime in the future as a result of my activities in the above-mentioned event.

I expressly agree and understand that this WAIVER AND RELEASE shall apply for the express purpose of precluding forever all claims including claims for costs and attorneys’ fees, suits, demands, damages, and causes of action that I or my heirs, next of kin, executors, administrators, estates, agents and assigns and representatives of any nature whatsoever might otherwise assert against any of the aforesaid parties as a result of my association and activities during the above-mentioned event and activities.

I acknowledge that if I am given treatment for an injury or illness related to my participation in the activity described above or if anyone offers to pay my medical expenses, the treatment or offer to pay cannot be interpreted as an admission of liability or responsibility by the State of New Mexico, the Energy, Minerals and Natural Resources Department, State Parks Division, the City of Raton, the City of Raton Department of Parks and Recreation or their employees, agents, or any of them.

I understand that the activities described above may involve the inherent risks associated with such activity and I agree that I am participating in that activity after having given due consideration to such inherent risks.

I acknowledge that notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement is intended to be or shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the State of New Mexico, and the Energy, Minerals and Natural Resources Department, State Parks Division, the City of Raton, the City of Raton Department of Parks and Recreation under the New Mexico Tort Claims Act, 1978 NMSA 41-4-1 et seq. as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted).

I hereby declare that the terms of this WAIVER AND RELEASE have been fully read and understood by me, and I freely and voluntarily entered into and accept all these terms.

Signature: _____ Date: _____

Telephone Number: _____
Emergency Contact Name: _____
Emergency Telephone Number: _____

Signature of Parent/Guardian if juvenile _____ Date: _____

Witness Signature: _____