**Release of Liability**

In exchange for participation in the activity of field trip to Las Cruces, NM on Saturday, July 27, 2019, organized by the Bead Society of New Mexico, of P.O. Box 91655, Albuquerque, New Mexico, 87199 and/or use of the property, facilities, and services of the Bead Society of New Mexico, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree for myself and (if applicable) for the members of my family to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS**. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Bead Society of New Mexico, or the representatives or agents or board members of Bead Society of New Mexico.
2. **ASSUMPTION OF THE RISKS AND RELEASE**. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Bead Society of New Mexico and its Board of Directors for injury, loss or damage arising out of me or my family’s use of or presence upon the facilities of Bead Society of New Mexico against all claims, causes of action, damages, judgements, costs for expenses, including attorney fees and other litigation costs, which may in any way arise from me or my family’s’ use of or presence upon the facilities of Bead Society of New Mexico
3. **INDEMNIFICATION**. I agree to indemnify and defend Bead Society of New Mexico and its Board of Directors, against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs which may in any way arise from my or my family’s use of or presence upon the facilities of Bead Society of New Mexico
4. **FEES**. I agree to pay for all damages to the facilities of Bead Society of New Mexico caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW**. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Mexico law.
6. **NO DURESS**. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel rev review this Agreement if I so desire.
7. **ARM’S LENGTH AGREEMENT**. This Agreement and each of its terms are the product of an arms’ length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provision, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based up on their status as a drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY**. The invalidity of unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement
9. **DISPUTE RESOLUTION**. The parties will attempt to resolve any dispute arising out of or relating to the Agreement through friendly negotiations amongst the parties, if the matter is not resolved by negotiation, the parties will resolve this dispute using the below Alternative Dispute (ADR) procedure. Any controversies or disputes arising out of or relating to the Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then remedies afforded to them by law.
10. **EMERGENCY CONTACT**. In case of an emergency, please call

(Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Day , or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_evening)

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT, I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

Legal Name

Date