

**BOYS TO MEN NEW MEXICO
PARTICIPATION AGREEMENT, RELEASE
AND ACKNOWLEDGMENT OF RISKS**

Training Dates: October 1-3, 2010

Participant Name: _____

If under 18, Name of legal guardian: _____

In consideration of the services of Boys To Men New Mexico and Boys to Men Mentoring Network, including all of their officers, directors, staff, leaders, co-leaders, volunteers, affiliates and all persons and entities acting for them or on their behalf (hereinafter collectively referred to as "BTMNM") and the right to engage in this Rites of Passage Adventure Weekend Training ("Training") as a participant, I hereby freely and voluntarily agree to release, indemnify, and hold BTMNM harmless on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

I. DISCLOSURE AND ACKNOWLEDGMENT OF RISKS

I understand that the Rites of Passage Adventure Weekend ("Training") is a personal growth and development course and involves known and unanticipated risks which could result in physical or emotional injury, paralysis, death, illness, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks include, among other things:

A. The nature of the training itself, which involves:

1. Strenuous and vigorous, physical, mental, emotional, and intellectual activity such as outdoor and indoor games during the day or night, role playing (e.g. enactments of past events, feelings or parts of psyche or personality) and exercises and processes which may include or result in physical, mental or emotional stress, distress and fatigue (e.g. facing and overcoming physical, emotional or mental obstacles to the achievement of goals); and
2. The potential for death; for injury to the skeletal-neuro-muscular system (e.g. strains, fractures, ruptures, bruises, loss of limb or loss of use of limb, paraplegia and quadriplegia), to internal organs, to the cardiovascular system (such as elevated blood pressure, elevated pulse, heart attack, aneurysm, hemorrhage or stroke), to the eyes or ears (loss of sight or hearing), to the body (such as scrapes, scratches, punctures, lacerations) and to mental health (such as depression or re-traumatization relating to past psychological history); and
3. The potential for change with respect to such matters as: education, career, job or business; relationships with family, friends, women, fellow youth, co-workers, and behavior in social, personal or school and business settings.

B. The acts or omissions of BTMNM who may, among other things, be ignorant of any participant's fitness or abilities; misjudge the weather, the elements, or the terrain; or give inadequate instructions, warnings or advice.

C. Latent or apparent defects or conditions in the equipment or property supplied by BTMNM or other persons or entities as well as the use or operation of such equipment.

D. Acts of other participants in this training or other persons.

II. PARTICIPANT UNDERTAKINGS

1. I and my representatives expressly acknowledge and agree and promise to accept, all of the risks existing in this training, including those risks listed above as well as those risks not specifically listed above.

2. I and my representatives understand, acknowledge and represent that my participation in this Training and in every separate part thereof is purely voluntary and I elect to participate in spite of and with full knowledge of all the risks. I acknowledge that at all times I will be free to choose to leave the training or to not engage in any part or all of the Training.

3. I and my representatives hereby authorize BTMNM to take any and all reasonable steps on my behalf in the case of any physical or other injury, illness or condition I might suffer during the Training. BTMNM is hereby authorized to apply emergency first aid, engage physicians of any kind, nursing services, ambulance services, paramedic services, or any other service or personnel that in the sole discretion and judgment of BTMNM may be deemed reasonable and necessary for my immediate care, health and safety.

4. I and my representatives hereby voluntarily release, forever discharge BTMNM and agree to indemnify and hold BTMNM harmless with respect to any and all liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with, my participation in this Training, my use of BTMNM equipment or facilities, or the provision by BTMNM of emergency services, including but not limited to claims alleging negligent acts or omissions or medical malpractice.

5. I agree and promise to indemnify and hold BTMNM harmless from all costs and liabilities, including but not limited to, attorney fees, incurred by BTMNM in connection with claims for personal injury or property damage to staff, other participants, volunteers, spectators or other third parties which arise out of, or are in any way connected with, my participation in this Training.

6. In signing this document I fully recognize and acknowledge that if anyone (including myself) is hurt or property is damaged, lost, or destroyed, as a result of my participation in this Training, I may be found by a court of law to have given up any right I might have to make a claim or file a lawsuit against BTMNM.

7. Should BTMNM or anyone acting on their behalf be required to incur attorney fees and costs in connection with any effort to enforce this agreement as a result of my participation in this Training, I agree and promise to indemnify and hold them harmless against all such fees and costs.

8. I certify that I have sufficient health, accident and liability insurance to cover costs and expenses of any injury or damage I may suffer or cause while participating in this Training. If I have no such insurance I agree to bear all the costs of any and all such expenses and liability.

9. I certify that I have completed the confidential medical questionnaire form required by BTMNM; that I have disclosed each and every physical, emotional or mental condition for which I have received treatment or am currently receiving treatment; that the information I have provided pertaining to my physical, emotional or mental condition is complete and true; and that I have complied with the medical requirements of BTMNM. I further certify that I have no medical condition which could interfere with my safety in the training and agree to assume and bear the costs of all risks, liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with any medical condition I have whether or not I have previously disclosed that condition to BTMNM.

10. I have sufficient opportunity to read and understand this entire document. I have read and understood it. I agree to be bound by all of its terms.

Signature of Participant/Boy: _____

Print Name: _____

Date: _____

Signature of Parent or Guardian: _____

Print Name: _____

Date: _____

