

**MANZANO MOUNTAIN RETREAT, LLC**  
**AGREEMENT TO PARTICIPATE IN CHALLENGE COURSE**  
**ASSUMPTION OF RISK AND RELEASE OF LIABILITY**  
**PLEASE READ BEFORE SIGNING**

WHEREAS, THE UNDERSIGNED ("the APPLICANT") wishes to participate in a Challenge Course at Manzano Mountain Retreat, located at Torreon, New Mexico.

The undersigned acknowledge(s) that during the use of the course that Applicant has requested to participate in, that certain risks and dangers may occur. These include, but are not limited to the hazards of traveling mountainous terrain, depending on other people and being at various heights (ground to 50'), accident or illness in remote places without medical facilities, the forces of nature and travel by air, train, boat, automobile or other conveyance. The undersigned further recognizes that these risks may also include loss or damage to personal property, physical or psychological damage and/or injury not excluding fatality due to accidents, which may occur, including accidents resulting from this challenge course experience or other type of outdoor activities. I further understand that in participating in the activities I am requesting to participate in, I will be exposed to the effects of high altitude and the elements of nature, including temperature extremes, and inclement weather. I further understand that medical treatment may be several hours to days away in the event of a medical emergency.

I certify that I am completely healthy (both physically and emotionally) and capable of participating in the challenge course. I have listed on the Health Statement Form any medical condition that MANZANO MOUNTAIN RETREAT should be aware of which may hinder my participation in the challenge course. **However, I understand that it is solely my responsibility to determine whether there is any medical reason that I should not participate in the workshop.**

In consideration of, and for the right to participate in such a program by MANZANO MOUNTAIN RETREAT, its Owners, Employees, Agents, and/or Associates I have and do hereby assume all the above risks and any other ordinary risk incidental to the nature of the event which are not specifically foreseeable, and will hold them harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, which I now have or which may arise from or in connection with my program or participation in any other activities arranged for me by MANZANO MOUNTAIN RETREAT, its Owners, Employees, Agents and/or Associates, and their heirs, executors and administrators, successors and assigns and for all members of my family, including any minors accompanying me. In short, I cannot sue MANZANO MOUNTAIN RETREAT and if I do I cannot collect any money. In addition, I will be liable for Attorney and court fees associated with any litigation against MANZANO MOUNTAIN RETREAT. I also state that I am not under, and will not be under the influence of any chemical substance including alcohol. I fully understand that my physical activity involves risk of injury. I also understand that my participation in this Challenge Course program is entirely VOLUNTARY. I enter into this activity and take full responsibility for my decision to participate or not to participate and agree to follow all safety instruction.

\_\_\_\_\_  
NAME OF PARTICIPANT (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT (18 YEARS AND OLDER)  
OR GUARDIAN IF UNDER 18 YEARS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
DATE