

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

The Southwest Literary Center of Recursos de Santa Fe and Moki Treks has done everything possible to assure that our guests will have a rewarding experience. We wish to inform our guests that exploring, hiking and canoeing are not risk free. The same elements that contribute to the unique character and fun of hiking and canoeing such as the physical exertion, hiking and canoeing can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it.

ACKNOWLEDGEMENT OF RISK

I understand I will be visiting the homes and communities of Native Americans. I understand that I will be in a separate Nation with different laws, rights, and customs. I promise to understand all instructions of the Southwest Literary Center/Moki Treks and our guide and respect the rights and customs of the peoples and their homes I may visit. I also understand that traveling on Indian reservations involves the risk of canceled appointments by Indian agents, honoring of different time schedules by Indian agents, or altering complete itineraries due to private matters such as ceremonies and celebrations or due to bad road conditions. Therefore, the trip itinerary may not be performed as published.

I understand that I will be visiting historical sites and ancient habitats of previous inhabitants of the area. I understand a US Federal Law prevents the collecting, removal, or disturbance of any of the pottery, artifacts, implements, or other such objects I may see or discover.

A violation of this act or the rules of the Southwest Literary Center/Moki Treks will result in a substantial fine and immediate removal from the trip.

I will be living, camping and traveling out of doors, where I will be subject to numerous risks: the environmental and other risks. Activities vary from trip to trip and may include hiking, backpacking, canoeing and camping.

Meals are prepared over stoves and open fires. Water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea, and flu-like illness.

Travel is by foot. Travel by foot is over rugged, unpredictable trails and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes and slippery rocks. Attendant risks include collisions, falling, drowning and others usually associated with such travel. Environmental risks include rapidly moving deep or cold water, insects, snakes, predators, and other animals. Falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high altitude sickness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and participants in a wilderness setting based on a variety of perceptions and evaluations that by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while participating on a trip. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred and you need to know about them, and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children and I are fully capable of participating in a hiking and/or canoeing program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of the Southwest Literary Center and/or Moki Treks. I also understand that the Southwest Literary Center and/or Moki Treks reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in a hiking or canoeing program. My family and I are in good physical condition and able to undertake this activity.

I agree to indemnify and hold harmless the Southwest Literary Center and/or Moki Treks, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's or my participation in these activities. I further agree to release, acquit and covenant not to sue the Southwest Literary Center and/or Moki Treks, their agents, and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of the Southwest Literary Center and/or Moki Treks or my family, myself, my heirs, against the Southwest Literary Center and/or Moki Treks arising out of participation in this program. In short, I cannot sue the Southwest Literary Center and/or Moki Treks and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Grand County, Utah and governed by Utah law. The terms of this agreement shall continue in effect after the trip has ended.

As liquated damages, I hereby agree that if the Southwest Literary Center and/or Moki Treks if forced to defend any action, lawsuit or litigation by my self, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay the Southwest Literary Center and/or Moki Treks' costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to the Southwest Literary Center and/or Moki Treks the use of my image in any photograph or video recording for any purpose of the Southwest Literary Center and/or Moki Treks. I have adequate health, disability, and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this (enter date) _____

[] By checking this box, I indicate that my family and I have previous hiking/canoeing/camping experience (please circle).

[] No one in my family or I have any medical condition that would prevent our participation in this activity except _____

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

THIRD PARTICIPANT SIGNATURE

Telephone: (____) _____

IN CASE OF EMERGENCY PLEASE CONTACT: _____

PHONE: _____

I CARRY MEDICAL INSURANCE? YES/ NO GROUP NO. _____

NAME OF PROVIDER: _____