

WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS

The undersigned ("Releasor") executes this Waiver of Liability and Release of All Claims (the "Release") on _____, 20__, in consideration of permission given to Releasor (or Releasor's minor child or children listed below) to enter the property known as the San Pedro Creek Nature Area (the "Nature Area"), located adjacent to State Highway 14, approximately 10 miles north of Interstate 40.

1. **Parties Released.** This Release is made for the benefit of all of the following (collectively, "Releasee"): San Pedro Creek Estates Homeowners Association, Inc. and the Intermountain Conservation Trust, and their respective successors and assigns, and all officers, directors, trustees, members, employees, agents and representatives of any of them.

2. **Acknowledgement of Hazards, Risks, Etc.** Releasor acknowledges that the Nature Area is an unimproved area which is generally in a natural and wild state, and there may exist risks, hazards and conditions in and around the Nature Area, whether natural or man-made, which could cause property damage, personal injury or death, and Releasor agrees that the Releasor accepts and assumes full responsibility for all risks, hazards and conditions in connection with Releasor's entry upon the Nature Area.

3. **Release Binding.** This Release is binding upon not only Releasor, but also any spouse, child, heir, legal representative, and assign of Releasor. If a minor child or children are listed below, Releasor represents that Releasor has full power and authority to execute this Release, as parent or guardian, on behalf of the minor child or children, and Releasor hereby consents to such minor child or children entering the Nature Area.

4. **Claims Released.** Releasor waives and releases any and all claims for loss or damage, including personal injury or death, whether or not caused by the negligence of any Releasee, while upon or around the Nature Area or any other property owned by any Releasee, including without limitation all claims arising out of the condition of the Nature Area or any other property owned by any Releasee.

5. **Severability.** If any portion of this Release shall be held invalid under the laws of the New Mexico, those portions not held invalid shall continue in full force and effect.

IN WITNESS WHEREOF, Releasor has signed this Release.

Signature: _____
Printed Name _____
Address: _____

If this Release is executed by a parent or guardian for a minor child or children, complete the following:

Name of the minor child or children: _____

