

**PAJARITO RECREATION, LP
COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
PUBLIC TREE CUTTING ON PRIVATE PROPERTY**

I, _____, hereby acknowledge individually, and on behalf of my heirs, assigns and administrators, that I am at least 18 years of age and am aware of the **RISKS** associated with cutting and felling trees, stacking and transporting timber (**hereinafter the "Activity"**). By signing below, I **EXPRESSLY ACCEPT** these risks and **VOLUNTARILY CHOOSE** to participate in the Activity and I **EXPRESSLY AGREE** that in consideration for being allowed on Pajarito Recreation LP's private property, I **FORFEIT AND WAIVE** my rights to sue Pajarito Recreation L.P. d.b.a. Pajarito Mountain Ski Area or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, sponsors, assignees, officers, directors, and shareholders (each and all hereinafter "Released Party") for any **INJURY OR DEATH OR DAMAGE TO PERSONAL PROPERTY** that may occur to me anywhere on the property of Pajarito Recreation, LP. I also **COMPLETELY ASSUME** the responsibility to perform the Activity safely at all times, to refrain from acting in a manner which may cause or contribute to cause the injury of anyone, including myself. and by signing this release, am certifying that I am experienced and knowledgeable in the performance of the Activity. I agree to only perform the activity in specific areas designated by Pajarito Recreation LP.

In consideration for being allowed on private property to perform the Activity, I do by my signature below hereby **FULLY RELEASE AND HOLD HARMLESS** the Released Party from any claim that might be made by me, or anyone on my behalf or on behalf of my heirs or assigns, for any **INJURY, DEATH, loss or damage to person or property** that may occur while I am participating in the Activity even if caused by **NEGLIGENCE OR STATUTORY VIOLATIONS** of the Released Party. **I further agree to be personally liable and financially responsible for any and all damage caused to property owned by Pajarito Recreation LP during my participation in the Activity.**

I also fully agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Released Party from any claim by the undersigned or any other person or entity, including other Activity Participants, which may be injured while I am participating in the Activity. I recognize that I **HAVE BEEN WARNED** that participation in Activity is **DANGEROUS** and could lead to serious injury or even death, and that normal ski area services and protective measures **WILL NOT BE IN OPERATION OR AVAILABLE** but, **DESPITE THESE WARNINGS**, I voluntarily choose to participate in the Activity.

I understand that **THIS AGREEMENT SPECIFICALLY INCLUDES A FULL RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT** as to all claims I might have against the Released Party or others based upon **NEGLIGENCE AND/OR STATUTORY VIOLATIONS OR ANY OTHER CLAIM** arising out of my participation in the Activity.

I ALSO UNDERSTAND AND AGREE THIS IS A VOLUNTARY ACTIVITY FOR MY BENEFIT AND MY PARTICIPATION IS NOT BEING REQUESTED OR REQUIRED BY PAJARITO RECREATION LP. I HAVE BEEN ADVISED TO OBTAIN MY OWN HEALTH, ACCIDENT AND LIFE INSURANCE BEFORE PARTICIPATING.

I understand the terms of this agreement, I understand I can choose to not participate in the Activity and, therefore, not sign this agreement and I understand that, if signed, it is a **FULL AND COMPLETE RELEASE, HOLD HARMLESS AGREEMENT AND INDEMNITY AGREEMENT** and I **VOLUNTARILY AGREE** to the terms hereof by my signature below.

Signature

Date

Print Name