

# The Trail of Billy's Last Ride

[www.BillyTheKidTrailRide.com](http://www.BillyTheKidTrailRide.com)

April 21 – April 28, 2007

## Release Of All Claims & Covenant Not To Sue

This Release Of All Claims & Covenant Not to Sue is executed and effective on the date following the undersigned's signature.

**1. Acceptance of Risk:** I, the undersigned individual and/or parent/guardian, if a minor, hereby acknowledge that I have voluntarily requested that I be allowed to participate in certain activities held in connection with The Trail of Billy's Last Ride Trail Ride (Also known as The Billy the Kid Trail Ride) from Fort Sumner to Lincoln, April 21, 22, 23, 24, 25, 26, 27 and 28, 2007. I acknowledge that certain activities may involve risk of physical injury, damage or loss of life. I further understand that serious accidents occasionally occur during activities such as, but not limited to; horseback riding, trail riding, and other activities connected with the 2007 Trail Ride. I understand that participants in certain activities occasionally sustain mortal or serious personal injuries and/or property damage as a result of participation. Knowing the risk involved, I hereby agree to assume and accept any and all risks involved.

New Mexico state law protects operators, owners, trainers, promoters, and others from liability for injuries which are the result of an equine animal's behavior. (Equine Liability Act SIS/Senate Bill 268.aa 1993)

**2. Inspection of Premises, Equipment, Etc.:** In consideration of being permitted to enter and/or participate in the activities of the 2007 Trail Ride or being permitted to compete, officiate, observe, work, or for any purpose participate in any way in any event, I, for myself, my heirs, my assigns and personal representatives, agree that I will immediately upon entering the premises of any activity, and will continuously thereafter, inspect such premises, all portions thereof, and equipment, and do further warrant that entry and/or participation in any event constitutes acknowledgment that I have inspected the premises and agree that if at any time I feel anything to be unsafe, I will immediately leave the area or discontinue the event.

**3. Release, Discharge, and Covenant Not To Sue:** I, the undersigned, hereby release, waive, discharge, and covenant not to sue Rex Buchman, REDTT, the Regents of New Mexico State University, Wally & Robbie Roberts/High Country Trail Rides, Kim & Patricia Chesser/Burnt Well Guest Ranch, Joe Micalizzi/Webmaster [www.BillyTheKidTrailRide.com](http://www.BillyTheKidTrailRide.com), the promoters, private land owners, sanctioning organization, paid and/or unpaid volunteers, support crews, participants, if any, officials, sponsors, advertisers, owners and lessees of premises used to conduct any event and each of them, their officers, employees, all for the purposes herein referred to as "releases," from all liability to the undersigned, my personal representative, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demands therefore on account of injury to my person or property, or resulting in my death, whether caused by the negligence of the releases or otherwise, while I am in or upon the premise as identified in paragraph two above, and/or competing, officiating in, observing, working for, or for any purpose participating in any of the events in connection with 2005 Trail Ride.

**4. Indemnification:** I hereby agree to indemnify, save and hold harmless the releases and each of them from any loss, liability, damage or cost due to my presence in or on the premises or in any way competing, officiating, observing, or working for or for any purpose participating in any of the events of the 2005 Trail Ride, whether caused by the negligence of the releases or otherwise.

**5. Scope of Release:** I expressly agree that this release, waiver, covenant not to sue and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of New Mexico and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full force and effect. This agreement shall be interpreted and enforceable in accordance with the laws of the State of New Mexico. In the event of any claim, misunderstanding, or disagreement arising out of the events covered by this agreement, or this agreement, the same shall be submitted to arbitration in accordance with the New Mexico Arbitration Act, as amended from time to time.

**6. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A COVENANT NOT TO SUE, AND AN INDEMNIFICATION AGREEMENT AND CONTRACT BETWEEN MYSELF AND THE RELEASEES NAMED HEREIN ABOVE, AND I HAVE SIGNED IT OF MY OWN FREE WILL.**

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Participant – Signature Participant – Print Name

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Parent or Guardian – Signature Date