

**University of New Mexico**

**&**

**Mountain and Marine Medicine, LLC**

**Marine and Diving Medicine Course**

**PARTICIPATION RELEASE AND INDEMNITY AGREEMENT**

I.

I understand that participation in courses and programs in wilderness and marine medicine (the "activities") provided by Mountain and Marine Medicine, LLC involve inherent risks and dangers, including hazards associated with participating in training exercises in outdoor areas that are remote and inherently dangerous. I understand that such activities are often physically and emotionally demanding. I further understand that I will be participating in emergency medical training scenarios with other students under circumstances where accidents, mistakes or other circumstances may result in injury to me. To enable Mountain and Marine Medicine, LLC to provide them and as a partial consideration for my participation in such courses and programs:

I accept and assume the risk of bodily injury, death or property damage occurring while participating in the above activities from these and other risks and dangers. I voluntarily choose to participate in the activities notwithstanding such risks and dangers and accept full and sole responsibility for doing so.

I, for myself and my heirs, successors, assigns and personal representatives, hereby release and discharge Mountain and Marine Medicine, LLC, their respective agents, employees, officers, directors, volunteers and successors and assigns (hereinafter referred to individually or collectively as "Releasees") from any liability or causes of action whatever arising from, or on account of, property damage, economic loss, personal injury or death, related to my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.

I further hereby covenant not to sue and agree to indemnify and hold harmless Releasees from any liability or causes of action whatever arising from property damage, economic loss, personal injury or death, related to my participation in

the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of Releasees or of other persons.

This Release and Indemnity Agreement shall be binding on me and on my heirs, successors, assigns and personal representatives.

If any provision herein is invalid or unenforceable, in whole or in part, that shall not effect the validity or enforceability of any other provision.

II.

Attendees who choose to scuba dive must hold proper certification in order to participate in this program. The University of New Mexico and Mountain and Marine Medicine, LLC are not responsible for any intentional or careless actions or omissions on the part of suppliers which result in any loss, damage, delay, or injury to you or your travel companions or group members.

The University of New Mexico and Mountain and Marine Medicine, LLC assume no liability or responsibility for the diving program. Each diver is responsible for his/her own safety and does hereby hold the aforementioned harmless from and against any and all claims and damages of every kind for injury to or death of any person or persons and for damages to or loss of property which arise as a result of the negligent acts of the diving service and equipment supplied by them. Consent to the above conditions will be indicated by payment and participation in the diving program. The course directors reserve the right to reject applicants for any reason.