

Waiver and Release of Liability

I, _____ hereby waive and release, indemnify, hold harmless and forever discharge City of Alamogordo, The Alameda Park Zoo, and their agents, employees, officers, and agents, of and from any/all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind and nature, whether known or unknown, in law and/or equity, that I have ever had or may have, arising from or in a way related to my participation in any of the events or activities conducted by or on the premises of, or for the benefit of, The Alameda Park Zoo (hereinafter referred to as "The Facility") located at 1021 N White Sands Blvd, Alamogordo, NM 88310 and owned by the City of Alamogordo.

I understand that there are items and animals on "The Facility" which may pose an inherent danger to humans, including, but not limited to, farm animals, domestic animals, exotic animals, canines, cages, heavy equipment, automobiles, trailers, golf carts, lawn equipment, power hand tools, saws, fences, gates, ladders, wells, and irrigation systems. I understand that any activity in which I choose to voluntarily participate on "The Facility" may be inherently dangerous and may cause harm or grievous injuries, including bodily injury, damage to personal property, and/or death. On behalf, of myself and my heirs, assigns and next of kin, I waive all claims for damages, injuries, or death sustained by me or my property that I may have against the released parties to any such activity.

By this waiver, I assume any risk and take full responsibility and waive any claims of personal injury or death or damage to any personal property damage associated with "The Facility" and/or associated with my involvement with the aforementioned released parties.

By my signature on this document, I assume all responsibility for any personal injury, death, or damaged property that may occur while I am participating in any activity associated with "The Facility". I sign this document on my own accord, and I am not under any duress or threat of duress, without inducement or harassment.

I understand that signing this waiver, I relinquish any right or future right to seek damages against the "The Facility" for any harm, personal injury, death, or property damage that may occur while I am, or my minor child is, participating in activities of and on "The Facility".

_____/We have read and agree to the Waiver and Release from Liability.

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone/Cell No: _____

For each person over the age of 18, please rewrite the following sentence below and sign:

"I know there is risk of personal injury during this tour, class and encounter."

_____ ALAMOGORDO, NM

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INITIAL THE APPROPRIATE SPACE BELOW:

____ I certify that I am at least eighteen (18) years of age, and I am legally authorized to sign this Waiver and Release from Liability on my own behalf. I read and understand the document and its entirety.

____ I certify that I am the legal guardian of _____, a minor child, who will be participating in activities on The Facility, and I am legally authorized to sign this Waiver and Release from Liability on his or her behalf.

DATED THIS _____ DAY OF _____, _____

SIGNATURE

PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME

PHOTOGRAPHIC RELEASE STATEMENT

Date _____

I hereby consent to and authorize the use and reproduction, in print or electronic format by The City of Alamogordo, The Alameda Park Zoo, and its representatives, agents, and employees, of any and all photographs which have been taken on this day now or hereafter known, for my publicity, advertising, web content, and illustration purpose I further consent that my name and identity may be revealed therein or by descriptive text or commentary I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used, and waive any rights, claims, or interest to control the use of media for the children previously mentioned above on the waiver form. I acknowledge that I am at least 18 years of age (or if under 18 years of age, that I am joined here by my parent or legal guardian) and have read and understand the foregoing statement and am competent to execute this agreement.

SIGNATURE

PRINTED NAME

WITNESS SIGNATURE

WITNESS PRINTED NAME