

Friends of the San Pedro River

9800 E. Highway 90, Sierra Vista, AZ 85635
A 501(c)(3) Nonprofit Corporation 520-459-2555 fspr@sanpedroriver.org <http://sanpedroriver.org/wpfspr/>

ACKNOWLEDGMENT OF RISK

I, the undersigned, of sound body and mind, have elected freely of duress, to participate in an activity sponsored by the Friends of the San Pedro, an Arizona non-profit corporation ("FSPR"). I acknowledge and agree there are elements of risk and potential hazard associated with this activity, including but not limited to activity associated with the outdoors, and injuries, accidents, and falls resulting from same. Further, I acknowledge and agree this activity may occur in areas with limited to no access to medical care and treatment, potentially needed in the case of illness and/or lifesaving medical emergency.

I acknowledge and agree I am fully cognizant of the risks, dangers, and rigors inherent and required in this activity. I represent and warrant I and my family, including minor children, are fully capable of participating in this activity, have all signed this agreement, and assume full responsibility for any and all personal injuries and illnesses, for losses of or damage to my personal property, and for expenses thereof that I and/or members of my family may experience while and/or after participating in this activity, including but not limited to all damage and/or injury incurred as a result of my negligence, and/or the negligence of my family participating in this activity, except to the extent such damage and/or injury is due strictly because of the gross negligence of the FSPR. I accept the above-described risks. I acknowledge and agree FSPR does not provide insurance coverage for my medical care and/or medical evacuation. I further acknowledge and agree FSPR reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in this activity. I further acknowledge and agree that by simply going on the activity, FSPR is not determining that I and/or my family meet the rigors and requirements for participating in this activity.

I represent and warrant I and my family are in good health and capable of participating in activity such as that required by this activity. I further acknowledge and agree to not collect any artifacts, either ancient or contemporary, or natural products for myself or others, from any property visited during this activity, either while participating in this activity or at a later date, without the express written consent from the property owner.

I have read, understand, and accept the terms and conditions stated in this agreement, and acknowledge and agree this agreement shall be effective and binding upon FSPR, myself, my heirs, and my estate during the entire activity.

This agreement shall be governed by the laws of the state of Arizona and any questions arising under this agreement shall be construed or determined according to such law. All actions or proceedings arising directly, indirectly or otherwise in connection with this agreement shall be litigated exclusively in a state or federal court located in Cochise County, Arizona. The parties hereto hereby consent and submit to the personal jurisdiction of any such state or federal court, and hereby waive any right to dismiss, transfer or change the venue of any action or proceeding because of the inconvenience of the forum. Nothing in this section shall prevent enforcement in another forum of any judgment obtained in a court identified in this section. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the parties arising out of or in any way related to this agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this agreement. Any party who commences or defends an action against the other to enforce any of the terms of this agreement or because of a breach by either party of any of its terms and is successful in such prosecution or defense shall recover from the losing or defaulting party reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action.

Adults sign this form on behalf of themselves and minor children in their charge who are participating in this activity.

Signature _____ Printed Name _____ Date _____
Telephone _____ Address _____
Email address _____ City, state, zip code _____

Signature _____ Printed Name _____ Date _____
Telephone _____ Address _____
Email address _____ City, state, zip code _____

Name & contact information for someone not attending the activity that FSPR can contact in case of emergency:

