

BEVERLY MOUNTAIN GUIDES, LLC / STRIKE RESCUE

ASSUMPTION OF RISK • RELEASE OF LIABILITY • INDEMNIFICATION

PARTICIPANT INFORMATION

Name: _____ Date of birth: _____ Phone: _____

Address: _____

Email: _____

ACTIVITIES AND ASSUMPTION OF RISK

In exchange for participation in activities provided by Beverly Mountain Guides, LLC, doing business as Strike Rescue (collectively “BMG”), including climbing, mountaineering, skiing, avalanche education, rescue training, and related activities (“Activities”), I acknowledge that these Activities are inherently dangerous. Risks include, without limitation, falls; rockfall and icefall; avalanches; changing weather; hazardous terrain; altitude and exposure; collisions; equipment failure; actions or errors of guides, participants, or others; delayed or unavailable rescue; illness; concussion or other brain injury; permanent disability; and death. Known and unknown risks may arise even when reasonable precautions are taken. I voluntarily participate, acknowledge my own responsibility to assess my abilities and conditions, and assume the inherent risks of the Activities, including risks arising from ordinary negligence, to the fullest extent permitted by law.

RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION

To the fullest extent permitted by New Mexico law, I release and agree not to sue BMG and its owners, employees, guides, contractors, agents, affiliates, and representatives (“Releasees”) for claims, losses, injury, death, or property damage arising from the Activities, including claims allegedly caused in whole or part by a Releasee’s ordinary negligence. I agree to indemnify and hold Releasees harmless from claims and reasonable costs brought by me or on my behalf, to the extent enforceable by law. This agreement binds me and my heirs and representatives. Any suit against BMG shall be filed in a state court in Sandoval County, New Mexico, and New Mexico substantive law shall govern, to the extent permitted by law. This agreement does not purport to waive rights or responsibilities that cannot lawfully be waived.

Participant/parent or guardian initials: _____

PARTICIPANT RESPONSIBILITIES AND MEDICAL CARE

I agree to follow BMG safety instructions, disclose conditions that may affect safe participation, notify staff of hazards or injuries, and stop participating when conditions are unsafe. BMG may end participation for safety reasons. I authorize BMG to arrange emergency medical assessment, transport, and treatment when reasonably necessary; I understand that medical care may be delayed in remote areas and that I am responsible for associated expenses.

CONCUSSION AND SUSPECTED BRAIN INJURY

I understand that a fall, blow, or sudden movement may cause a concussion even without direct head impact or despite wearing a helmet. I will promptly report suspected head injuries or symptoms such as headache, dizziness, confusion, nausea, or vision changes. BMG may immediately remove a participant with suspected concussion; there is no same-day return to activity. Return requires appropriate medical evaluation and clearance under BMG policy and applicable law. For youth athletes in activities covered by New Mexico concussion law (NMSA 1978 §§ 22-13-31 and 22-13-31.1 and applicable regulations), return must comply with the legally required minimum 240-hour (10-day) exclusion, symptom resolution, and written medical clearance. Early return risks worsening injury, permanent disability, or death.

Participant/parent or guardian initials: _____

HELMET REFUSAL — INITIAL ONLY IF DECLINING A HELMET

BMG recommends or requires protective helmets as directed for specific Activities. If I decline a helmet when refusal is permitted, I understand that doing so increases the risk of serious head or brain injury or death, and I accept that additional risk. A helmet does not eliminate concussion risk.

Helmet refusal initials (only if applicable): _____

ACKNOWLEDGMENT AND SIGNATURE

I have read this agreement, understand that I am giving up substantial legal rights, and sign voluntarily. If signing for a minor, I represent that I am the minor’s parent or legal guardian and consent to participation, subject to the limits of applicable law. If any provision is unenforceable, the remainder shall continue in effect to the extent lawful.

Participant name: _____ Signature: _____ Date: _____

Parent/legal guardian (if under 18): _____ Signature: _____

Emergency contact: _____ Phone: _____

Relationship: _____