



NEW MEXICO MILITARY INSTITUTE

101 W. College Blvd. • Roswell, NM • 88201 • (ph) 575-624-8148 • www.nmmi.edu

INSTRUCTIONS: Please read entirety and complete the following **Waiver & Release of Liability Form** and the **Health Statement Form**. Both forms are mandatory for participation in activities at the New Mexico Military Institute.

Please print legibly in dark ink.

Name of Group _____ Date of Event _____
 Your Name _____ Are you a Participant OR Observer
 Your Primary Spoken Language _____ Age _____

Responsibilities of the Participants

- I will treat other participants, staff and property with respect.
- I will conduct myself in a healthy and environmentally friendly manner towards other participants, staff and the natural environment.
- I will act and behave in a way which does not endanger, intimidate or interfere with the participation of others. This includes refraining from public displays of affection, includes touching, petting, or any other contact that may be considered sexual in nature, which is a distraction.
- I will preserve the confidentiality of other group members.
- I will participate in program activities by my choice.
- I will speak only for myself and not other group members.
- I will ask politely for what I want and need.
- I will be willing to share my thoughts with others.

Attire

- Wearing protective clothing is of supreme importance and all participants should assess their outfits prior to attending any event. Please dress appropriately for the outside weather. Closed-toe footwear is required, such as comfortable running or tennis shoes, hiking boots, or combat boots. There is a good possibility that you could get dirty during the day. Please wear clothing and shoes that you will not mind scuffing up a bit. We recommend the "layered" approach for all pants or shirts in order to adjust to weather conditions. Refrain from items that are revealing – e.g. tube tops, spaghetti straps, short shorts, and exposing sagging pants, etc. as these can be less protective. Do not bring any open toes shoes, such as sandals or flip-flops as these are not protective as well. Clothes with inappropriate messages or images, such as drugs, alcohol or profanity, are not permitted. When in doubt, do not wear it!

Jewelry / Cell Phones / Electronic

- Jewelry such as large rings, earrings anything with sharp edges should be left at home, as we ask that they be removed before going out to the course. Wristwatches that are snug fitting are acceptable. Please do not carry cell phones or other electronic devices on your person as they are a distraction and can be broken.

Prohibited Items

- Alcohol, tobacco, illegal drugs, and weapons are strictly prohibited at NMMI. While we do not allow food or beverages (such as gum or candy) other than water on the course, participants who may require nutrition at a specific time during the time on the course will be permitted upon request.

Please Print

Name of Group _____
 Last Name _____ First Name _____
 Email Address _____ Current Grade Level (circle one) 6 7 8 9 10 11 12 NA

NOTE: Failure to complete the Waiver and Release of Liability section will result in the individual being excluded from full participation on the course. If the participant is under 18 years of age on the date of participation, his/her parent/s or legal guardian/s must sign where it is required. Thanks for your cooperation.

WAIVER & RELEASE OF LIABILITY FORM

Statement of Understanding

In consideration of being allowed to participate in any way in experiential activities or events sponsored through the New Mexico Military Institute and/or program-related events and activities – including but not limited to: initiative game activities, warm-ups, Low Ropes, High Ropes, Leadership Reaction Course, Rappel Tower, Obstacle Course, and Paintball Course, and other activities both on-post and off-post: hiking, backpacking, rock climbing, etc. – I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees (as hereafter defined) or others, and assume full responsibility for my participation.
2. I understand that I may come into contact with a communicable disease (including but not limited to Covid-19). I acknowledge and understand that the circumstances regarding communicable diseases may be changing from day-to-day and that, accordingly, the center for Disease Control (CDC) guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. I acknowledge that NMMI cannot guarantee that I will not become infected with a communicable disease (including Covid-19).
3. I willingly agree to comply with the stated and customary terms and conditions for participation. I understand that the risk of becoming exposed to and/or infected may result from the actions, omissions, or negligence of myself and others. If, however, I observe any unusual significant hazard during my presence or participation, I will voluntarily remove myself from participation and bring such to the attention of the nearest official immediately.

The laws of the State of New Mexico shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this agreement shall be in the courts of the State of New Mexico.

Assumption of Risk

I acknowledge that there may be physically strenuous activities. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and covenant not to sue and agree to hold harmless the Regents of New Mexico Military Institute and the New Mexico Military Institute, their officers, officials, agents, volunteers and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“Releasees”) with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I acknowledge and fully assume the risk of illness or death related to communicable diseases (including but not limited to Covid-19) arising from my being on the premises and participating in the activities and hereby release, indemnify, and covenant not to sue and agree to hold harmless the Regents of New Mexico Military Institute and the New Mexico Military Institute, their officers, officials, agents, volunteers and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“Releasees”) with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I hereby voluntarily assume full responsibility for any and all risk of loss, property damage or personal injury including sickness and death that may be sustained by the participant as a result of participating in said activity. I further agree to indemnify and hold harmless New Mexico Military Institute of any loss, liability, damage, or costs including court costs and attorney fees that may occur as a result of participation in said activity. I herein provide approval to participate in all activities and/or events for which was contracted between the contracting organization and the Institute, from this date until this agreement is revoked in writing by the Superintendent, and/or the Commandant, and/or the Dean, and/or the Principal.

Normative Data Release

I understand that the participant may be invited to participate in Institute, state, national, or third party assessments that yield normative data for purposes of establishing comparisons of statistical norms, and/or they may yield data that is specific to the participant, and that may become a part of the participants personal guidance file(s) for the purposes of learning.

I further understand that information that is generated as the participant in these activities, events, or formal assessments are intended to provide insight into learning, and that such information shall be included as appropriate in order to better advise and encourage the participant in purposeful development.

In accordant to provisions of Public Law 93-380, “Family Education Rights and Privacy Act of 1974” (a.k.a. FERPA), and in the connection with participation in the above named activities, I hereby authorize the release of any and all records to any professional staff of the Institute or the contracting organization who is/are deemed “appropriate” by the Superintendent, the Dean, the Commandant, the Principal, and/or the contracting organization.

Talent, Photo & Video/Audio Recording Release

I authorize the Institute and its agents to record my appearance (and/or my property), likeness and participation on videotape, audiotape, film, photograph, digital, electronic or any other medium to use, reproduce, modify, distribute, and publicly exhibit such recordings, in whole or in part, without restrictions or limitation for any purpose that the Institute deems appropriate. I do hereby release to the New Mexico Military Institute all rights to exhibit this work publicly or privately, including but not limited to posting it on the NMMI website and simulcasting.

I release the Institute, its successors and assigns, its agents and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that I may have to inspect or approve the finished recordings. I understand that all such recordings, in whatever medium, shall remain the property of the Institute.

NOTE: Failure to complete the Waiver and Release of Liability section will result in the individual being excluded from full participation on the course. If the participant is under 18 years of age on the date of participation, his/her parent/s or legal guardian/s must sign where it is required. Thanks for your cooperation.

VOLUNTARY / CONFIDENTIAL HEALTH STATEMENT FORM

The experiential activity programs at the New Mexico Military Institute requires participation in exercises that are, by their nature, physically demanding. Reasonable steps have been taken to minimize risk and our staff places its highest priority on your “safety” and well-being on the course. However, it is also important for our staff to know of any medical and/or physical restrictions that would affect your ability to perform or otherwise engage fully in any of the events. In order to be aware of any restrictions that might compromise your ability to participate in all events, please complete the following voluntary medical information survey. Your responses shall be known to the staff in order to accommodate your needs, but otherwise shall be kept confidential. NMMI reserves the right to deny participation to anyone for any reason.

On the day you are to participate, if you are sick with any communicable condition/s we are asking you to please not attend the event. Conditions include but are not limited to: fever, chills, cough, shortness of breath, nausea, vomiting, body or muscle aches, fatigue, loss of smell, or sore throat.

1	Name of Participant	Date of Birth	Gender	Age
2	Address	Email		
3	City / State / Zip			
4	Phone #			
5	In case of emergency, notify (Name)	Relationship to participant		
6	Address	Phone #		
7	City / State / Zip			
8	Name of Family Physician	Office Phone #		
9a	Do you have health/accident insurance? (check one)	<input type="checkbox"/> NO	<input type="checkbox"/> YES	If “yes”, provide the Name of Insurance Company
9b	If “yes”, provide Full Name of Policy Holder:			If “yes”, provide Policy or Certificate Number:

IT IS YOUR RESPONSIBILITY TO ASSESS YOUR OWN PHYSICAL ABILITIES AND LIMITATIONS TO AVOID BEING HURT.
PLEASE INFORM US ABOUT ANY MEDICAL CONDITIONS THAT MAY LIMIT YOUR ABILITY TO PARTICIPATE.

10 Please provide any history of illnesses, conditions, surgeries, or vaccinations? (previous heat injuries, hypertension, diabetes, etc.)

11 Do you have any physical condition/s that may limit your ability to participate? (knee or shoulder support brace, arthritis, scoliosis, etc.) (check one) NO YES (If “yes”, please explain)

11 Do you have any allergies you may have? (food, insect bites, bee sting, poison ivy, medications, etc.) (check one) NO YES (If “yes”, please list any typical signs or reactions to those allergies)

14 Describe your current exercise activity and level.

Signing below indicates that you have read the waiver & release of liability that includes the Statement of Understanding, Assumption of Risk, Normative Data Release, and the Talent, Photo & Video/Audio Recording Release, fully understand its terms, understand that you have given up substantial rights by signing it, and sign it freely and voluntarily without inducement. In addition I understand that, unless specifically provided by the contracting organization or other governing body, the State of New Mexico, the Board of Regents, and New Mexico Military Institute do not provide medical coverage if the participant is injured while participating in this event. Any medical costs incurred as a result of this activity will be my responsibility to pay fully. The information provided herein by me is a complete and accurate statement of the physical factors that may affect my participation in the above said course and its various events and activities. I realize that failure to disclose such information, or providing false information, could result in serious harm to fellow participants and/or to me. Furthermore, I give permission to NMMI's staff, administration, and/or medical staff, to provide medical treatment and/or transportation that may be deemed necessary to insure the well-being of the named participant.

PRINT Participant's Date of Birth (Day/Month/Year)

PRINT Participant's age as of today's date

PRINT Participant's Full Name

PRINT Parent / Guardian's Full Name
(If under 18 years of age as of today's date)

SIGN Participant's Full Name

SIGN Parent / Guardian's Full Name

DATE of SIGNATURE (Day / Month / Year)

DATE of SIGNATURE (Day / Month / Year)

- **WHEN COMPLETED PLEASE BRING THIS FORM WITH YOU.**
- **IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE ON THE DATE OF PARTICIPATION, PARENT/S OR LEGAL GUARDIAN/S MUST SIGN WHERE IT IS REQUIRED.**
- **WE LOOK FORWARD TO YOUR VISIT!**

If you have questions please feel free to contact

Email: dlc@nmmi.edu

Phone: 575.624.8148

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