



# Native Youth Community Adaptation and Leadership Congress General Release and Waiver of Liability Congress Mentors



As a prerequisite for my participation in the activities offered, the New Mexico Wildlife Federation (released party), I \_\_\_\_\_\_, on my own behalf and on behalf of my

heirs, legal representatives, successors and assigns, hereby RELEASE AND DISCHARGE New Mexico Wildlife Federation, and their representatives as well as any and all affiliated/partner entities from all liability, claims, demands, and/or causes of action for any and all injuries to my person or property for damages, including but not limited to, those injuries or damages CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES while I am participating in any activity offered or provided by any of the released parties <u>and/or</u> while I am traveling to or from the event including travel in a vehicle being operated by any representative of the released parties.

I EXPRESSLY AGREE THAT I WILL NOT SUE OR MAKE A CLAIM against any and all released parties for damages or other losses associated with my participation in any activity, or traveling to and/or from the event. I FURTHER AGREE THAT I WILL NOT SUE OF MAKE A CLAIM against the released parties on the damages or other losses arising out of transportation and participation in events provided by released parties.

If I am provided with equipment in connection to the activity, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damages to the equipment that exceeds normal wear and tear.

I warrant and represent that I am in good health and there are no special problems associated with my health. I accept responsibility for any medical expenses incurred in connection with the activities. I EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I further EXPRESSLY AGREE that if any portion of this agreement is held invalid, that balance of the agreement shall, notwithstanding, continue in full legal force.

I REPRESENT AND WARRANT MY UNDERSTANDING THAT I WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES OFFERED BY THE RELEASED PARTIES IF I DO NOT FIRST AGREE, BY MY SIGNATURE BELOW, TO RELEASE AND DISCHARGE THE RELEASED PARTIES FOR ALL DAMAGES AND LOSSES TO ME THAT MAY ARISE FROM SUCH ACTIVITIES.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTAND THAT I HAVE GIVEN UP SIBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITH ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

Participant Name (Print)

Date

Participant Name (Signature)

Emergency Contact Name

# NOTICES

#### PRIVACY ACT STATEMENT

**Authority:** The information requested is authorized by the Government Organization & Employee Training Act (5 U.S.C. 4101, *et seq.*), Executive Order 11348 (Providing for Further Training of Government Employees), Americans with Disabilities Act and the E-Government Act of 2002, (42 U.S.C. 112101) and the E-government Act of 2002 (44 U.S.C. 3501).

Purpose: To enroll students for National Conservation Training Center (NCTC) hosted programs.

**Routine Uses:** The information on this form may be used by program leaders to contact those selected for the NYCALC program. Information may be disclosed to the Department of Justice (DOJ), a court, adjudicative or other administrative body, the fiscally sponsoring organization or agency of the student, a party in litigation before a court or adjudicative or administrative body; or any DOI employee when represented by DOI or DOJ for legal proceedings or as required by law pursuant to the routine uses identified in the System of Records Notice: DOI Learn, Interior – DOI-16.

**Disclosure:** Providing the requested information is voluntary. However, failure to provide the information may prevent participation in the program.

## PAPERWORK REDUCTION ACT STATEMENT

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501, *et seq.*), the U.S. Fish and Wildlife Service collects information to assure the health and safety of participants while on site at the National Conservation Training Center for the Congress. Your response is voluntary and we will not share your response publicly. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB Control Number. OMB has reviewed and approved this focus group and assigned OMB Control Number 1018-0176.

## ESTIMATED BURDEN STATEMENT

We estimate public reporting for this collection of information to average 12 minutes, including time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, Fish and Wildlife Service, U.S. Department of the Interior, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email at Info\_Coll@fws.gov. Please do not send your completed form to this address.