

# New Mexico Youth Day Waiver

1. I understand that my execution of this Waiver is a prerequisite for my child/ward's participation in NEW MEIXCO YOUTH DAY events and activities.
  2. I understand that in order to be allowed to participate in the events/activities, I agree to assume all risks and to release and hold harmless Prime Time, Inc., its past and present affiliates, assigns, successors in interest, agents, servants, employees, volunteers, officers, directors and sponsors, and all government and public entities including, but not limited to, the State, County and local municipalities where the events take place (collectively the "Released Parties").
  3. I understand and agree that this release will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I and/or my child may have, whether past, present or future, whether known or unknown, arising from, resulting from, or in connection to the events. This release constitutes a complete release, discharge and waiver of any and all actions or causes of action that I and/or my child may have against the Released Parties, including but not limited to any claims for personal injury, property damage, or wrongful death and including but not limited to any injuries resulting from negligent actions or omissions. I understand and agree that this release will be binding on my heirs, my personal representatives, and my assigns.
  4. I agree that my child/ward is mentally and physically capable of participating in the New Mexico Youth Day events and activities. I assume responsibility for his/her actions and safety, and realize that his/her inappropriate actions may result in personal liability. I understand that my insurance carrier or I will be financially responsible for any injuries suffered or caused. My child agrees to follow all rules, procedures and safety methods required of the activities. I understand that my child's privilege to participate in this or future activities may be revoked, suspended, altered, or modified if deemed necessary for his/her safety or that of other participants.
  5. I hereby give permission to the supervisors of the New Mexico Youth Day events to consent to X-rays, tests, treatment, anesthetic, medical or surgical diagnosis or treatment, and necessary transportation for my child. In the event of an emergency, if I cannot be contacted I hereby give permission to the physician selected to administer treatment, including hospitalization for my child. I will pay the cost of any such medical procedures or treatment.
- I also agree to assume any and all financial responsibility for the participant's care while under the supervision of Prime Time or its representatives. I release and waive, and further agree to indemnify, hold harmless or reimburse Prime Time, its directors, employees, volunteers, and agents from and against, any claim which I, any other parent or guardian, any sibling, the participant, or any other person, firm or corporation may have or claim to have for any losses, damages, or injuries related to my child/ward's participation in these events.
6. In exchange for the opportunity to participate in the Event, I irrevocably authorize the Prime Time and its affiliates, licensees, assignees, successors in interest, agents, and sponsors to photograph and/or interview me and/or my child and to use such photographs and interviews, as well as my name and/or the name of my child, in any of its promotional materials, worldwide in perpetuity in all forms of media now and forever known. I voluntarily waive any right, cause of action, or demand of any kind that I and/or my child might have resulting from the use of such photographs and/or interviews.
  7. I also understand that neither I nor my child will receive any additional compensation for the use of me/or my child's photograph and/or interview in promotional materials. Thus, by signing this document, I waive any rights to any compensation now or in the future.
  - 8. My child/ward will abide by all rules of conduct and safety set forth by Prime Time for the New Mexico Youth Day events and activities. Any inappropriate language, dress or other behavior (including exceeding the time limits of some events) will be grounds for disqualification from future events. It is up to the discretion of the supervisors and judges of the events as to what constitutes inappropriate behavior or dress. Their decisions are final and cannot be disputed by participants or guardians.**
  9. All participants must be currently enrolled in school, graduated from an accredited high school/charter school, or have received a GED in order to participate in any New Mexico Youth Day events/activities. Proof of enrollment in a GED program is also acceptable for participation in the events.
  10. Should any portion of this Waiver be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Waiver shall be severable from the remaining portions herein and the invalidity, void ability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions

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of this <sup>2</sup>Waiver. I have carefully read this Waiver and fully understand its contents. I am aware that this is a release of liability and I sign of my own free will.

Today's Date: \_\_\_\_\_

Parent/Guardian (please print): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Grade: \_\_\_\_\_

School Attending or Date of Graduation: \_\_\_\_\_

Address/Phone: \_\_\_\_\_ ( ) \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ ( ) \_\_\_\_\_

Physician's Name & Phone: \_\_\_\_\_ ( ) \_\_\_\_\_