

**Waiver and Release for Participation in the
New Mexico Youth Preparedness Initiative (MyPI New Mexico)**

This is a release of legal rights; please read and understand before signing!

I/my child, _____, (Student's Name) intend(s) to participate in the New Mexico Youth Preparedness Initiative (MyPI New Mexico) in partnership with the New Mexico Department of Homeland Security and Emergency Management and MyPI National during 2019, 2020, and/or 2021.

I/my child is voluntarily seeking to take part in the Activity, and I understand that there may be some risks involved, either anticipated or unanticipated, that could result in injury, illness, or damage to participants, personal property, or third parties. I/my child understand potential dangers during this Activity include, but are not limited to:

- Accidents during transportation; voluntary physical interaction between adult instructors and participants, including demonstrating rescue techniques; effects of temperature extremes; accidents due to negligence by participants; theft of property and other crimes by third parties

As a condition of my/my child's participation in this Activity, I/my child acknowledge and assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me while participating voluntarily in this Activity, or while I/my child is on the premises where the Activity is conducted, or while traveling to and from this Activity. I/my child am aware of the risks inherent in this Activity, all my questions about this Waiver or this Activity have been answered to my satisfaction, and I/my child choose to participate voluntarily. If signing as a parent/guardian, I choose to allow my child/ward to participate voluntarily.

I further agree and covenant that I will not sue any entities/agencies within the partnership listed above as well as MyPI New Mexico, the New Mexico Department of Homeland Security and Emergency Management, MyPI National, Mississippi State University (MSU), the MSU Extension Service, the MSU School of Human Sciences, the Mississippi Office of Homeland Security, and the National Institute of Food and Agriculture (NIFA), the MyPI National instructors, or any employees, assigns, agents, or affiliated entities (known now as "Releasees"). I release the above mentioned parties from any liability in connection with my participation with this Activity and any injuries or loss that may occur on behalf of myself and/or my child.

I waive, release, and discharge all the Releasees from any liability related to my/my child's participation in this activity, whether caused by negligence or a breach of an express or implied contract. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney's fees that may result from this activity.

I further acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of New Mexico.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing agreement, that I understand it, that I sign it voluntarily as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written agreement, have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant and Date

Signature of Parent/Guardian (if under 18)

Printed name of Participant

Printed name of Parent/Guardian