

**CITY OF AZTEC**  
**Use of Facilities Waiver of Liability, Assumption of Risk**  
**and Indemnity Agreement**

**Waiver**

In consideration of permission to use the facilities, staff, equipment, and services of the City of Aztec, New Mexico ("City"), in addition to the payment of any fee or charge, I \_\_\_\_\_ ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at:

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(Description of Activities which participant will engage in)

**Assumption of Risk**

This use of the City's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses (including death) and damage to property.

I hereby release, waive, discharge, and covenant not to sue the City and any and all its directors, officers, employees, and agents (together, "City") from any and all claims including negligence of the City resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at \_\_\_\_\_.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the City. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require and that I am in good health and have no physical or other impediment which would endanger me while using City facilities, premises, or equipment.

**Indemnification and Hold Harmless**

I further agree to indemnify and hold the City harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my use of facilities, premises, or equipment at \_\_\_\_\_ and to reimburse them for any such expenses incurred.

**Severability and Choice of Law**

The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by New Mexico law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this *Release* shall be governed for all purposes by New Mexico law, without regard to such law on choice of law.

**Acknowledgement and Understanding**

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability.

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Signature of Participant

Date

Print Name

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Address

City

State

Contact Number