

**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, _____ (“Sponsor”), acknowledge that I have voluntarily applied to sponsor the following activities at:

(Description of Activities, which Sponsor will engage in)

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

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 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 sponsorship 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 attorneys’ fees brought as a result of my use of _____, 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.

Acknowledgment 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.**

Signature of Sponsor

Date

Print Name

Address

City

State

Contact Number