

**RELEASE AND WAIVER OF LIABILITY  
AND ASSUMPTION OF RISK AGREEMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, including permission to participate as vendors in the Town Community Building and upon other Town Property and related activities, on \_\_\_\_\_ I, for myself, my successors, heirs, assigns, executors, and administrators:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, or this type of event or activity.
3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity.
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the Town of Saguache, a Municipal Corporation, its officers, agents or employees, and agents attributable to my participation in the event or activity;
5. Release, waive, discharge and relinquish the Town of Saguache, its officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise and agree to hold harmless and indemnify the same from any claim, judgment or cause of action which may be attributable to or result from my participation as a vendor or participant upon said property.
6. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
7. Acknowledge that the Town of Saguache is not a joint sponsor, joint venture, partner, or otherwise jointly engaged in any event or activity in which I may be participating.

**THIS DOCUMENT RELIEVES THE TOWN OF SAGUACHE AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.**

PRINTED NAME

SIGNATURE

DATE

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