

**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

DATE: _____

IN CONSIDERATION for being permitted to participate in the Las Trampas Land Grant firewood sale, sponsored by the Las Trampas Land Grant, its Board of Trustees, and the Jose Arnaldo Lopez family, henceforward, **Firewood Sponsors**.

THE UNDERSIGNED PARTICIPANTS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **Firewood Sponsors**, its officers, and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials, and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their representatives, assigns, heirs, and next of kin for all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event;

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this event, the use of alcohol or any substance which affects the ability to operate or control his or her vehicle or may be considered hazardous to the health and safety of participants and spectators is consumed at the participants' own risk.

4. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State, or Federal laws, statutes, ordinances, or regulations and shall be personally liable for all fines and penalties for traffic law violations.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of New Mexico in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation in the Event, Film or Photographs may be taken, or illustrations may be made of me and/or my personal property, including my truckload of wood. I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by **Firewood Sponsors** and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Signature: _____ Date: ____/____/____

Name: _____ Signature: _____ Date: ____/____/____

Name: _____ Signature: _____ Date: ____/____/____

Name: _____ Signature: _____ Date: ____/____/____

Name: _____ Signature: _____ Date: ____/____/____