



Vendor Release and Waiver of Liability

This Release and Waiver of Liability (the “release”) executed on the ____ day of _____, 2019,

by _____ (“Vendor”) who hereby releases the City of Rio Rancho and all its directors, officers, employees, agents, assigns, contractors, and subcontractors (collectively hereinafter, the “City”). Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows: The Vendor desires to provide services at the City’s special event and engage in activities related to such services including but not limited to distributing information, providing entertainment, and retail sales of food, drink, or other items for sale. Vendor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of services provided to the City.

1. Waiver and Release: I, the vendor, for myself and my heirs, successors, executors, administrators, and assigns, hereby release, waive, discharge and hold harmless the City and its successors, assigns, directors, officers, agents, employees, and contractors from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to the City. I understand and acknowledge that this Release discharges the City from any liability or claim that I may have against the City with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide as a vendor at the City event or occurring while I am providing services at the City event.

2. Insurance: Further, I understand that the City does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of the City beyond what may be offered freely by the City in the event of injury or medical expenses incurred by me.

3. Medical Treatment: I hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a vendor with the City.

4. Assumption of Risk: I understand that the services I provide to the City may include activities which may entail exposure to hazardous. As a vendor, I hereby expressly assume any and all risk of injury and harm from these activities and release the City from all liability.

5. Other: As a vendor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Vendor Name (printed): _____

Vendor’s Authorized Signature

Date

City Witness

Date