

**Mosquero Rodeo and Event Center**

**Facility Use Waiver, Release of Liability, and Indemnification Agreement**

**THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.**

This Facility Use Waiver and Indemnification Form ("Agreement") is made and entered into on \_\_\_\_\_ 20\_\_\_\_, by and between the undersigned individual or organization ("User") and the Mosquero Schools, the owner and operator of the Mosquero Rodeo and Event Center (the "Facility").

By signing this Agreement, User, if an individual affirms that the user is over the age of 18, the User further affirms an understanding that there are certain inherent risks associated with participating in rodeo events and sports activities that cannot be eliminated. The User also acknowledges and agrees to the terms and conditions outlined below for the use of the Facility for activities, events, or other purposes.

User acknowledges that participation in activities at the Facility, including but not limited to rodeo events, sports, recreational activities, and other events, involves inherent risks, hazards, and dangers that could result in personal injury and property damage, including but not limited to:

- Minor injuries such as scratches, cuts, bruises, strains;
- Major injuries such as injuries to the eyes, joints, back, heart attacks, broken bones, concussions, paralysis, and even death;  
Physical injuries could be due to physical contact with other people, animal interactions, equipment, or environmental hazards such as uneven terrain, weather conditions, and other natural factors;
- Risks associated with the actions or negligence of other participants, spectators, or staff; and
- The same or similar injuries that might result from the acts of others or from the unavailability of emergency staff or emergency medical care.

All such potential injuries hereinafter defined as "Risks." These Risks include WORKING WITH EQUINES and OTHER LIVESTOCK. User acknowledges and affirms that include WORKING WITH EQUINES and OTHER LIVESTOCK IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY including, but not limited to, those identified above because of the unpredictable nature and irrational behavior of horses, regardless of the extent of their training and past performance.

I \_\_\_\_\_ [printed name] understand that all these risks will be present during my participation in or sponsorship of any events held at Mosquero Rodeo and Event Center.

**1. LIMITATIONS ON LIABILITY:**

**Equine Liability Act's Limitation on Liability, NMSA 1978, § 42-13-4**

User acknowledges that New Mexico law permits property owners, including school districts, to limit liability for injuries that occur on their property when the risks are voluntarily assumed by individuals engaging in recreational or other activities. By signing this Agreement, User acknowledges they are fully informed of the risks, have voluntarily accepted those risks, and waive any claims under this statute.

Specifically, under New Mexico Law, "No person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities." and "No person, corporation or partnership shall make any claim against, maintain any action against or recover from a rider, operator, owner, trainer or promoter for injury, loss or damage resulting from equine behavior unless the acts or omissions of the rider, owner, operator, trainer or promoter constitute negligence."

**Tort Claims Act Limitation on Liability, NMSA 1978, § 41-4-1 et seq.**

User acknowledges that any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act. Nothing in this Agreement shall be construed to waive any defenses, immunities, or limitations of liability available to the Facility or to its public employees under the law.

**2. ASSUMPTION OF RISK:**

I certify that I am, and/or my minor is and/or my organization is, physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified medical person. Further, I on behalf of myself and/or my minor and/or my organization, voluntarily assumes all Risks that may or can arise out of the use of the Facility and participation in activities therein, including but not limited to the rodeo or athletic activity itself, use of the equipment, arena or facilities, the acts of others or the unavailability of emergency care as well as those Risks described above whether those Risks are known or unknown, foreseeable or unforeseeable. Furthermore, I understand, individually or on behalf of my organization, that horses and other livestock are unpredictable by nature and accidents can happen. \_\_\_\_\_ (Initial)

**3. INDEMNITY/HOLD HARMLESS:**

I, on behalf of myself and/or my minor and/or my organization and/or heirs of successors, personal representatives, and/or assigns, also agree to indemnify and hold Mosquero Schools, as well as their affiliates, subsidiaries, assigns, partners, members, employees, officers, directors, or any other person or entity associated in any way with the operation or affiliation with the Facility harmless from any and all claims, causes or action, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses, and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against Mosquero Schools as a result of my or my minor's or my organizations use of the Facilities or participation in events therein. In addition to the use of the Facility and participation in events therein, this indemnification also includes:

- User's negligence or intentional misconduct;
- Injuries or damages caused to third parties as a result of User's participation or use of the Facility; and
- Any violation of applicable laws, ordinances, or regulations by the User.

**4. RELEASE/WAIVER:**

In consideration for being allowed to use the Facility, User, on behalf of themselves, their heirs, assigns, and personal representatives, does hereby release, waive, and discharge Mosquero Schools, its board members, administrators, employees, agents, and volunteers (collectively, the "Released Parties") from

any and all liability, claims, demands, actions, or causes of action arising out of or related to any injury, illness, death, or property damage, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the use of the Facility.

5. **NO INSURANCE:**

User Acknowledges that Mosquero Schools does not carry insurance on behalf of myself or my minor or my organization.

6. **CONSENT TO MEDICAL TREATMENT (for individuals):**

User, on behalf of myself and/or my minor, hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, or illness during the use of the Facility.

7. **LEGAL RIGHTS:**

I and/or my organization understand that I/we are surrendering valuable legal rights in this agreement.

8. **TERMS AND CONDITIONS OF FACILITY USE:**

- **Responsible Use:** User agrees to use the Facility in a safe and responsible manner, following all arena rules, staff instructions, and applicable laws.
- **Insurance Requirements:** User represents that they have adequate insurance coverage to cover any injuries or damages that may arise out of their use of the Facility or agrees to personally bear the costs of such injuries or damages.
- **Minors:** If the User is under 18 years of age, this Agreement must be signed by a parent or legal guardian. The parent or guardian acknowledges the minor's assumption of risk and agrees to indemnify the Released Parties as stated herein.
- **Damages:** User shall be responsible for any damages to the Facility or its equipment caused by User's actions or negligence. Consideration will be given for normal wear and tear.

**Termination of Use:** Mosquero Schools reserves the right to terminate User's access to the Facility at any time for failure to comply with this Agreement or for engaging in unsafe or inappropriate behavior.

9. **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

10. **Severability:**

I, on behalf of myself and/or my minor/and or my organization, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of New Mexico, and, that if any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Mosquero Schools as permitted by the applicable law.

### VIII. Acknowledgment and Signature

By signing below, I acknowledge that I have read, understood, and voluntarily agreed to the terms and conditions of this Facility Use Waiver and Indemnification Agreement. I understand that by signing this Agreement, I am waiving certain legal rights, including the right to sue the Released Parties for injuries or damages arising out of my use of the Facility.

#### User Information

Name (Print): \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

#### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF SIGNING) – CONSENT AND RELEASE ON BEHALF OF MINOR**

I am the parent and/or legal guardian of the above-named minor participant. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf of myself and my minor, agree to be bound by all the terms of this agreement also give my consent to allow my minor to participate in activities described herein. I release and agree to indemnify and hold harmless Mosquero Schools from any and all liabilities of my minor child's involvement or participation in the activities as provided above, even if arising from the negligence of the Mosquero Schools, to the fullest extent permitted by law.

Minor's Name: \_\_\_\_\_

Parent/Guardian's relationship to Minor: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_