Arts & Crafts Vendors
Release of Rights & Assumption of Risk Agreement

In consideration for being permitted to set up and operate an arts and/or crafts booth on the premises of St. Stephen's United Methodist Church ("SSUMC"), 4601 Juan Tabo Blvd NE, Albuquerque, NM 87111 at the 2026 Red Kettle Kickoff ("the Event"), which premises may include but are not limited to cracked and uneven ground surfaces, stairs, uneven floors, dim lighting, potentially insecure handrails, bannisters and guardrails, lack of immediately available medical care, tripping hazards, loose wiring, and other hazards common to parking lot and church operations (hereinafter collectively referred to as "activities and risks covered by this Agreement") conducted by The Salvation Army ("TSA"), and supported by SSUMC, I, _____, on behalf of myself and any minors who accompany me in the activities and risks covered by this Agreement ("I" or "Participant"), hereby agree as follows:

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND ITS PROVISIONS BEFORE SIGNING

1. **No Representations or Warranties.** I understand and agree that neither SSUMC nor TSA have made or are making any representation or warranty to me concerning any aspect of the Event, including without limitations, physical condition of SSUMC property, location of my booth, number of Event attendees, amount of revenue or profit to be received from Event participation, safety or security while participating in the Event, theft, or any other matter concerning the activities and risks covered by this Agreement.

2. **Release of Liability.** I hereby release and discharge the following parties (hereinafter referred to as "Releasees"), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in any of the activities and risks covered by this Agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause: SSUMC, TSA, and their officers, directors, agents, employees, members, managers, affiliates, volunteers, and independent contractors.

3. **Assumption of Risk.** I know and understand the scope, nature and extent of the risks involved in the activities and risks covered by this Agreement and that some dangers cannot be foreseen. I voluntarily, freely, and expressly choose to incur and assume all risks associated with the activities and risks covered by this Agreement, understanding that those risks may include bodily and personal injury, damage to property, severe bodily and personal injury, disfigurement or death. I voluntarily and freely choose to incur such risks and take responsibility, including legal responsibility, therefor.

4. **Agreement Not to Sue.** I agree never to institute any lawsuit or cause of action against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees which I may have by reasons of injury to my person or property, or my death, arising from the activities and risks covered by this Agreement, whether caused by the negligence or fault, active or passive, of any of the Releasees, or from any other cause. I further agree that my heirs, executors, administrators, personal representative, or anyone else claiming on my behalf, shall be bound by my agreement not to sue. I agree that Releasees shall be entitled to recover attorney's fees and costs incurred in the defense of any lawsuit brought by me or by anyone on my behalf.

_____ Initial

5. **Indemnity Against Third Party Claims.** I agree to indemnify, save, and hold harmless Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney fees and expenses, which may be presented or initiated by any other person or organization and which arise directly or indirectly from my participation in the activities and risks covered by this Agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

6. **Applicable Law/Waiver of Jury Trial/Venue.** I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction). I further agree that New Mexico law shall govern any dispute arising from the activities and risks covered by this Agreement. SHOULD THIS AGREEMENT BE BREACHED AND SUIT IS BROUGHT AGAINST ANY OF THE RELEASEES, THEN EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, CROSSCLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACTIVITIES AND RISKS COVERED HEREBY. Any legal suit, action or proceeding arising out of or relating to this Agreement or the activities and risks covered hereby shall be instituted in the United States federal court or state court located in the State of New Mexico, in the City of Albuquerque, County of Bernalillo.

7. **Acknowledgement of Waiver of Rights**. I am of legal age and mentally competent to enter into this Agreement. I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

8. **Physical Condition.** I acknowledge and agree that I will not participate in activities and risks covered by this Agreement in circumstances where I am under the influence of alcohol, drugs or mental disease or where I have a physical limitation, ailment, or other condition which would render me less mentally or physically competent to participate in the activities and risks covered by this Agreement.

9. **Entire Agreement**. I understand this Agreement contains the entire agreement between the parties to this Agreement and that the terms of this Agreement are contractual and not a mere recital.

I have read this entire Agreement. I fully understand the entire Agreement and acknowledge that I have had the opportunity to consult with an attorney of my choosing if I so desire, and I agree to be legally bound by this Agreement.

By way of acceptance of this Agreement, the Participant has affixed his or her signature this ___ day of _____, 20____.

Signature:_____

Telephone No: (_____) _____

Print Name: _____

Address:_____City:_____State:_____Zip Code: _____

_____ Initial