

## Vendors & Parade Waiver and Release

I hereby certify that I am over 18 years of age and am authorized to sign and consent to the provisions of this waiver, and I am the authorized representative on behalf of the entry for the City of Elephant Butte's Annual Celebration. Entry may include people and pets riding on a float, walking, or participating in any way.

In consideration of the entrant being allowed to participate in City of Elephant Butte's Annual Celebration, I hereby agree to the terms of this waiver and release.

I understand that the City of Elephant Butte and The Annual Celebration Committee as well as other organizers and agents for the City of Elephant Butte and Annual Celebration Committee event make every reasonable effort to provide for the protection of participants and spectators. The City of Elephant Butte and the Annual Celebration Committee assume no responsibility in connection with and make no representation as to the safety of any City of Elephant Butte's Annual Celebration Committee Entry, in whole or in part, solely by reason of compliance with the rules, regulations and guidelines.

I understand that participation in the City of Elephant Butte's Annual Celebration may contain danger and risk of injury to entrants, participants, and the general public. I understand that the surface, access ways or lack thereof, lighting or lack thereof and weather conditions all change and may pose a danger to the participants and viewers of the City of Elephant Butte's Annual Celebration. I further understand that other contestants and participants may pose a danger. Nevertheless, I voluntarily accept all risks in connection with this entry and participation of the City of Elephant Butte's Annual Celebration.

I also understand that the New Mexico Department of Transportation (NMDOT) requires that no candy or other items be thrown from any float or by participants of the Parade to spectators, or other entrants.

The entering organization and all of its participants that I represent agree to indemnify, hold harmless and defend the City of Elephant Butte, the organizing committee, and all of its officers, agents, and employees for all liabilities, loss or damage that may be suffered as a result of claims, demands, costs, fees and liabilities of any type of description whatsoever arising from the negligence, errors or omissions by the entering organization through their participation in the City of Elephant Butte's Annual Celebration. Neither I nor the entering organization shall not be responsible to defend, hold harmless or indemnify the City of Elephant Butte and the organizing Committee or its members for any liability to the extent such liability caused by wrongful acts, errors or omissions of the City of Elephant Butte, their employees, the organizing Committee, or their agents. At all times the liability of the City of Elephant Butte and the organizing Committee is governed by the provisions of the New Mexico Tort Claims Act.

I recognize that future marketing requires use of photography and video. I hereby expressly grant to the City of Elephant Butte and the organizing Committee the irrevocable, assignable right and license to take, use, and publish images of participants of the entering organization or property without the need for any other approval or compensation. I also release the City of Elephant Butte and the organizing Committee, its agents or assigns, from all claims related to the licenses that have been granted in this release.

Signed, executed and application is hereby made to participation in the City of Elephant Butte's Annual Celebration:

Entering Organization: \_\_\_\_\_

Authorized by: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Your Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Return Application and Signed Waiver to: Mel Tepper  
P.O. Box 476  
Elephant Butte, NM 87935 or Fax to: 575-744-4410