

EQUINE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement is entered into by and between Roosevelt County, Roosevelt County Board of County Commissioners and their employees, successors, assigns and insurers (hereinafter "COUNTY") and _____ whose address is _____ (City), _____, (State) _____, (Zip Code) _____, hereinafter "Event Holder", and said agreement was executed on the date last written below.

EVENT HOLDER, for value received and in consideration thereof, does agree to pay, indemnify and hold harmless COUNTY, for any liability resulting from the event or activity promoted or sponsored by EVENT HOLDER on the Roosevelt County Fairgrounds property including but not limited to Roosevelt County Rodeo Arena, Pavilion, Event Center and/or other facility on the Roosevelt County Fairgrounds.

Further, EVENT HOLDER agrees to have in place, and will attach to this agreement as proof, insurance coverage for the event or activity sponsored or promoted by EVENT HOLDER, that names COUNTY as loss payee on said policy, and will indemnify and forever hold harmless COUNTY for any and all liability resulting from participation in or attendance at said activity.

EVENT HOLDER will agree to follow any guidelines regarding the property rented or leased from COUNTY, including but not limited to the sales and serving of alcoholic beverages and or illegal activity.

EVENT HOLDER recognizes that all persons who participate in or observe Equine Activities (as defined under the Equine Liability Act) may incur injuries as a result of the numerous inherent

risks involved with said activities.

This agreement is to be construed under the laws of the state of New Mexico and venue for this agreement will lie in the Ninth Judicial District Court in Roosevelt County.

Both parties hereby acknowledge that each has the authority to agree to this agreement and bind their respective organizations or entity to this agreement. Additionally, EVENT HOLDER acknowledges that the person entering in this agreement is 18 years of age or older and has agreed to the terms as set forth in this agreement freely and without duress and there are no additional agreements outside of this agreement.

DATED this _____ day of _____, 20_____.

COUNTY:

By:

Its:_____

EVENT HOLDER:

By:_____

Its:_____

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO before me on this ____ day of _____, 20____, by _____, Event Holder.

(SEAL)

NOTARY PUBLIC

My Commission Expires: