

Parking Waiver and Release of Liability (Vehicle Parking/Storage)

READ CAREFULLY — THIS AFFECTS YOUR LEGAL RIGHTS. By signing, you are giving up certain rights, including the right to sue for ordinary negligence.

1) Parties / Location / Dates

This Parking Waiver and Release (“Agreement”) is made by and between:

Parker (Vehicle Owner/Authorized Driver): _____

Phone: _____ Email: _____

and the following “Released Parties”: **The Santa Fe to Taos Thru-Hike** (including its officers, directors, employees, volunteers, agents, and affiliates) and **Taos Youth & Family Center** (including its officers, directors, employees, volunteers, agents, affiliates, and the property owner/manager) (collectively, “Released Parties”).

Parking Location: Taos Youth & Family Center, _____ (address)

Parking Start Date/Time: _____ **Parking End Date/Time:** _____

Vehicle Info: Year/Make/Model: _____ Color: _____ Plate: _____

2) Permission to Park / No Bailment / No Security

In consideration for being allowed to park at the Parking Location, Parker understands and agrees:

- This is **permission to park only**. The Released Parties do **not** take custody of the vehicle or its contents, do **not** provide security, and do **not** supervise or monitor the vehicle.
- Parker will **lock the vehicle**, remove valuables, and ensure the vehicle is legally parked and operable.
- Parker is responsible for retrieving the vehicle by the end date/time above. If not retrieved, the vehicle **may be towed at Parker’s expense**.

3) Assumption of Risk (Theft/Damage/Acts of Others)

Parker understands there is a risk of **theft, vandalism, break-ins, weather damage, collision, falling objects, animal damage, and damage caused by third parties** while the vehicle is parked. Parker **voluntarily assumes all such risks**, including risks that may arise from the condition of the parking area and from the acts or omissions of others.

4) Release of Liability / Covenant Not to Sue (Including Negligence)

To the fullest extent permitted by New Mexico law, Parker **waives, releases, and discharges** the Released Parties from **any and all claims for loss, theft, or damage** to the vehicle and/or its contents, and any related losses (including loss of use), **whether caused in whole or in part by the ordinary negligence of any Released Party or otherwise**.

Parker further agrees to **not sue** and to **covenant not to sue** any Released Party for any such claim.

Important limitation: This Agreement does **not** release claims to the extent they are based on **gross negligence, recklessness, or intentional misconduct** by a Released Party.

5) Indemnification / Hold Harmless

Parker agrees to **defend, indemnify, and hold harmless** the Released Parties from and against any claims, demands, damages, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to:

(a) Parker's use of the Parking Location; (b) the vehicle; (c) Parker's acts or omissions; or (d) claims made by passengers, family members, insurers, or any third party related to the vehicle or its contents while parked.

6) Insurance

Parker understands the Released Parties do **not** provide insurance coverage for the parked vehicle or its contents. Parker is responsible for maintaining any desired auto and property insurance coverage.

7) Miscellaneous

- **Governing Law / Venue:** New Mexico law governs this Agreement. Any dispute shall be brought in a court of competent jurisdiction in **Taos County, New Mexico**, unless otherwise required by law.
- **Severability:** If any provision is found unenforceable, the remaining provisions remain in effect.
- **Entire Agreement:** This document contains the entire agreement regarding parking permission and liability release and may be signed electronically.

8) Acknowledgment

Parker certifies that Parker is **18 years or older**, has read this Agreement, understands it, and signs it **voluntarily**.

Parker Signature: _____ **Date:** _____

Printed Name: _____

(Optional) **Staff/Volunteer Witness:** _____ **Date:** _____