

# Santa Fe Parking Waiver and Release of Liability

St. John's United Methodist Church - 1200 Old Pecos Trail, Santa Fe, NM 87505

**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 / Parking Details

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

**Parker (Vehicle Owner/Authorized Driver):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

and the following "Released Parties": **Pam Neely, The Santa Fe to Taos Thru-Hike** (including its officers, directors, employees, volunteers, agents, and affiliates), and **St. John's United Methodist Church** (including its officers, directors, employees, volunteers, agents, affiliates, and any property owner/manager) (collectively, "Released Parties").

**Parking Location:** St. John's United Methodist Church, 1200 Old Pecos Trail, Santa Fe, NM 87505

**Max Parking Duration:** Up to **18 days**    **Contact (site):** Kim, Office Manager

**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 is responsible for locking the vehicle, removing valuables, and maintaining any desired insurance coverage.

## 3) Parking Rules (Conditions of Permission)

Parker agrees to the following conditions:

- **Placard required:** Parker must display the Thru-Hike parking placard as instructed.
- **No overnight sleeping in vehicle:** Sleeping/camping in the vehicle is **not permitted**.
- **Approved areas only:** Parker will park **only in parking areas approved by St. John's United Methodist Church**.
- **Duration limit:** Parker will not exceed **18 days** without written permission from the Church (or its authorized representative).

## 4) Towing / Removal

Parker understands and agrees that a vehicle may be **towed or removed at Parker's expense** if it is parked outside approved areas, lacks the required placard, violates the no-sleeping rule, exceeds the allowed duration, or otherwise violates posted/site instructions.

## 5) 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 arising from the condition of the parking area or the acts/omissions of others.

## 6) 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 (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.

**7) 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 Parker's use of the Parking Location, Parker's vehicle, or Parker's acts/omissions while using the parking permission.

**8) Miscellaneous**

- **Governing Law / Venue:** New Mexico law governs this Agreement. Venue shall be in a court of competent jurisdiction in **Santa Fe 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. Electronic signatures are acceptable.

**9) Acknowledgment**

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

**Parker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

(Optional) **Witness (SF2T/Church):** \_\_\_\_\_ **Date:** \_\_\_\_\_