

This Agreement is made on the [DATE \_\_\_\_] day of [MONTH \_\_\_\_\_] [YEAR \_\_\_\_]

Between

[RELEASOR] \_\_\_\_\_

And:

[RELEASEE] \_\_\_\_\_ Nicole Allison and Chasity Sandoval of Anomaly Sentinels

**Parties**

1 [RELEASOR]

2 Full Legal Name: \_\_\_\_\_

3 Address: \_\_\_\_\_

4 Phone Number: \_\_\_\_\_

5 Legal Status: [RELEASOR LEGAL STATUS]

6 [RELEASEE]

7 Full Legal Name: [RELEASEE FULL LEGAL NAME]

8 Address: [RELEASEE ADDRESS]

9 Phone Number: [RELEASEE PHONE NUMBER]

10 Legal Status: [RELEASEE LEGAL STATUS]

11 Representative Capacity: [RELEASEE REPRESENTATIVE NAME], [RELEASEE REPRESENTATIVE TITLE]

**Background**

12 The [RELEASOR] is the [RELEASOR'S INTEREST/RELATIONSHIP TO PROPERTY] of the property located at [PROPERTY ADDRESS] (the "Property").

13 The [RELEASEE] is the [RELEASEE'S INTEREST/RELATIONSHIP TO PROPERTY] of the Property.

14 The [RELEASOR] acknowledges and understands that certain activities and conditions on the Property may pose risks of property damage or smoke damage (collectively, the "Damages").

15 The [RELEASOR] desires to release the [RELEASEE] from any and all responsibility or liability for any Damages that may occur on the Property.

16 The [RELEASOR] is entering into this Waiver of Responsibility Form (the "Waiver") voluntarily and without coercion, having had the opportunity to review and understand the terms and conditions set forth herein.

## 17 **Definitions**

1 **Effective Date** means [DATE AGREEMENT BECOMES EFFECTIVE].

2 **Property** means the real property located at [PROPERTY ADDRESS], including all buildings, structures, and improvements thereon.

3 **Property Damage** means any physical harm, destruction, or impairment to the Property, including but not limited to structural damage, water damage, or damage to fixtures or personal belongings.

4 **Releasee** means [RELEASEE FULL LEGAL NAME], the party being released from responsibility for any Property Damage or Smoke Damage.

5 **Releasor** means [RELEASOR FULL LEGAL NAME], the party waiving their right to hold the Releasee responsible for any Property Damage or Smoke Damage.

6 **Smoke Damage** means any harm, discoloration, or impairment caused by smoke, soot, or other byproducts of combustion on the Property.

7 **Waiver** means this Waiver of Responsibility Form, including all its terms, conditions, and provisions.

## 18 **Scope of Waiver**

- 1 The Releasor hereby irrevocably and unconditionally waives, releases, and forever discharges the Releasee, and their respective agents, employees, contractors, and any other parties acting on their behalf (collectively, the "Released Parties"), from any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any kind or nature, whether known or unknown. For the purposes of this clause, an "unknown claim" refers to any potential claim or demand that the Releasor is not currently aware of or does not presently anticipate, arising from or related to any Property Damage or Smoke Damage occurring on the Property.
- 2 For the purposes of this Waiver, "Property Damage" shall mean any physical damage, destruction, or impairment to any structures, buildings, landscaping, personal property, or other improvements on the Property, and "Smoke Damage" shall mean any damage caused by smoke, soot, ash, or other airborne particulates.
- 3 The Releasor acknowledges and agrees that they are assuming all risks associated with Property Damage or Smoke Damage on the Property, and that they have had the opportunity to inspect the Property and assess such risks.
- 4 The Releasor shall indemnify, defend, and hold harmless the Released Parties from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to any Property Damage or Smoke Damage on the Property, except to the extent caused by the gross negligence or willful misconduct of the Released Parties.
- 5 If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 1 The Releasor shall indemnify, defend, and hold harmless the Releasee, its affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising from or related to:
  - 1.1 Any property damage or smoke damage occurring on the Property;
  - 1.2 Any breach of this Waiver by the Releasor; or
  - 1.3 Any negligent or intentional acts or omissions of the Releasor or its agents, employees, or representatives on the Property.
- 2 The Releasor shall have the right to assume the defense of any Claim against the Indemnified Parties, at the Releasor's sole cost and expense, with counsel reasonably acceptable to the Indemnified Parties.
- 3 The Indemnified Parties shall have the right to participate in the defense of any Claim at their own expense and with counsel of their choice.
- 4 The Releasor shall not settle or compromise any Claim without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld.
- 5 The indemnification obligations set forth in this Section 3 shall survive the termination or expiration of this Waiver.
- 6 The Releasor's indemnification obligations shall not apply to the extent that any Claims arise from the gross negligence or willful misconduct of the Indemnified Parties.
- 7 The Indemnified Parties shall promptly notify the Releasor of any Claim or potential Claim, and the Releasor and the Indemnified Parties shall cooperate in the defense of any Claim or action.
- 8 The Releasor shall have the right of subrogation against any third parties responsible for the Claims or damages.

## **20      Limitation of Liability**

- 1      Limitation of Liability. Except as otherwise provided in this Waiver, the Releasee shall not be liable to the Releasor for any property damage, smoke damage, personal injury, or any other damages, losses, or liabilities (collectively, the "Damages") arising out of or in connection with the Property, whether direct, indirect, consequential, or otherwise.
- 2      Exclusions. The limitation of liability set forth in Section 4.1 shall not apply to Damages resulting from the Releasee's gross negligence, willful misconduct, or intentional violation of applicable laws or regulations.
- 3      Monetary Cap. Notwithstanding anything to the contrary in this Waiver, the Releasee's total liability to the Releasor for any Damages shall not exceed \$1,000.00.
- 4      Compliance with Laws. The limitation of liability set forth in this Section 4 shall be construed and enforced to the maximum extent permitted by applicable laws and regulations.
- 5      Severability. If any provision of this Section 4 is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 6      Survival. The provisions of this Section 4 shall survive the termination or expiration of this Waiver.
- 7      Indemnification. The Releasor shall indemnify, defend, and hold harmless the Releasee from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Property, subject to the limitations set forth in this Section 4.

## **21      Governing Law and Jurisdiction**

- 1      This Waiver 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 that would cause the application of the laws of any other jurisdiction.

- 2 Any dispute, controversy, or claim arising out of or relating to this Waiver, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the state and federal courts located in RIO ARRIBA, NM.
- 3 The parties hereby irrevocably consent to the exclusive jurisdiction of such courts and waive any objection they may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.
- 4 In the event that any provision of this Waiver is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remainder of this Waiver shall remain in full force and effect.
- 5 The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Waiver or the subject matter hereof. This waiver is a material inducement for the parties to enter into this Waiver.
- 6 Any dispute, controversy, or claim arising out of or relating to this Waiver, or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in accordance with the [ARBITRATION RULES] (the "Rules") by 1 arbitrator(s) appointed in accordance with the Rules. The place of arbitration shall be Santa Fe, NM. The language of the arbitration shall be English.

## **22 Dispute Resolution**

- 1 Negotiation and Mediation. In the event of any dispute, controversy, or claim arising out of or relating to this Waiver, the parties shall first attempt to resolve such dispute through good-faith negotiations. If the dispute

cannot be resolved through negotiations within thirty (30) days after the commencement of such negotiations, the parties shall submit the dispute to mediation administered by a mutually agreed upon mediation service or organization. If the parties cannot agree on a mediator within fifteen (15) days after the request for mediation, the mediator shall be appointed by the American Arbitration Association or another recognized mediation service. The mediation shall be conducted in Santa Fe, NM, and the costs of mediation shall be borne equally by the parties.

- 2 Arbitration. If the dispute cannot be resolved through mediation within sixty (60) days after the commencement of such mediation, the dispute shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect. The arbitration shall be conducted by a single arbitrator appointed by the AAA, unless the parties agree otherwise. The arbitration shall take place in Santa Fe, NM, and the language of the arbitration shall be English. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Waiver, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitrator's decision shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 3 Litigation. Notwithstanding the foregoing, if the parties mutually agree or if the dispute is not subject to arbitration under applicable law, the parties may pursue their claims and remedies through litigation in the state or federal courts located in Santa Fe, NM. This Waiver shall be governed by and construed in accordance with the laws of the State of NM, without regard to its conflict of laws principles.
- 4 Injunctive Relief. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief from any court of competent jurisdiction to prevent irreparable harm or to preserve the status quo pending the resolution of any dispute in accordance with this Section 6.

5 Survival. The provisions of this Section 6 shall survive the termination or expiration of this Waiver.

## **23 Severability**

1 If any provision of this Waiver is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remaining provisions of this Waiver.

2 If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the parties agree that such provision shall be severed from this Waiver to the minimum extent necessary to render the remaining provisions valid, legal, and enforceable.

3 In the event that any provision of this Waiver is held to be invalid, illegal, or unenforceable, the parties shall use their best efforts to negotiate in good faith to modify or replace such provision with a valid, legal, and enforceable provision that, to the greatest extent possible, achieves the original intent and purpose of the parties.

4 The severability of provisions in this Waiver shall be determined in accordance with the laws of the State of New Mexico.

5 The severability of provisions in this Waiver shall apply to individual words, phrases, sentences, or entire provisions, as necessary, to preserve the validity, legality, and enforceability of the remaining provisions to the fullest extent possible.

6 The remaining provisions of this Waiver shall be construed and interpreted in a manner that preserves the original intent and purpose of the parties to the fullest extent possible.

## **24 Entire Agreement**

1 This Waiver constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or

contemporaneous agreements, representations, and understandings, whether written or oral, relating to such subject matter.

2 This Waiver is an integrated document, and no extrinsic evidence shall be admissible to contradict or supplement the terms and conditions set forth herein.

3 All prior negotiations, agreements, and understandings between the parties concerning the subject matter of this Waiver are merged into and superseded by this Waiver.

4 No modification, amendment, or waiver of any provision of this Waiver shall be effective unless in writing and signed by authorized representatives of both parties.

5 If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

6 This Waiver shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law.

## **25 Amendments**

1 Any amendment, modification, or change to this Waiver shall be made in writing and signed by duly authorized representatives of both parties.

2 Either party may propose amendments or modifications to this Waiver by providing written notice to the other party, specifying the proposed changes and the desired effective date.

3 The party receiving the proposed amendments shall have thirty (30) days from the date of receipt to review and respond to the proposing party, indicating its acceptance or rejection of the proposed amendments.

4 Amendments or modifications to this Waiver shall become effective and binding upon mutual agreement and execution by both parties.

5 This Waiver, as amended, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether written or oral.

6 If any provision of this Waiver, including any amendments, is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7 Any amendments or modifications to this Waiver shall comply with all applicable laws and regulations.

8 The effective date of any amendments or modifications to this Waiver shall be the date specified in the executed amendment or, if no date is specified, the date of execution by both parties.

## 26 Notice

1 Authorized Recipients. All notices, requests, demands, and other communications required or permitted under this Waiver shall be in writing and shall be deemed to have been duly given, made, and received when delivered against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

1.1 If to the Releasor:[Releasor's Name][Releasor's Address]

2 Attention: [Releasor's Contact Person]

3 Email: [Releasor's Email Address]

3.1 If to the Releasee:[Releasee's Name][Releasee's Address]

4 Attention: [Releasee's Contact Person]

5 Email: [Releasee's Email Address]

6 Acceptable Methods of Notice. Any party may alter the address or addresses to which communications or copies are to be sent by giving

notice of such change of address in conformity with the provisions of this Section 10.

7 Effective Date of Notice. Any notice shall be effective only upon actual receipt by the party to which such notice is required or permitted to be given, or upon attempted delivery thereof if delivery is refused or rejected.

8 Change of Address. Any party may change the address to which notices, requests, demands, or other communications to it shall be delivered or mailed by giving notice thereof to the other parties hereto in the same manner provided herein.

9 Language and Format. All notices and other communications required or permitted under this Waiver shall be in the English language, and all such notices and communications shall be delivered in a format that is reasonably accessible to the receiving party.

10 Record-Keeping. Each party shall maintain records of all notices and communications sent and received under this Waiver, including delivery confirmations or receipts, as applicable.

11 Failure to Provide Notice. Any failure by a party to provide notice as required under this Waiver shall be deemed a material breach of this Waiver, and the non-breaching party shall be entitled to seek all available remedies at law or in equity.

12 Exceptions or Special Circumstances. Notwithstanding the foregoing, in the event of an emergency or other exigent circumstances, notices may be provided by any reasonable means, including but not limited to telephone, email, or personal delivery, provided that such notice is promptly confirmed in writing in accordance with the provisions of this Section 10.

## **27 Assignment**

1 Assignment. Neither party shall assign, transfer, or delegate any of its rights or obligations under this Waiver without the prior written consent of the

other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

2 Conditions for Assignment. Any permitted assignment shall be subject to the following conditions:

2.1 The assigning party shall provide the other party with prior written notice of the proposed assignment, including the identity and contact information of the proposed assignee.

2.2 The proposed assignee shall agree in writing to be bound by all the terms and conditions of this Waiver.

2.3 The assigning party shall remain liable for all obligations and liabilities arising under this Waiver prior to the effective date of the assignment.

3 Effect of Assignment. Upon a valid assignment in accordance with this Section 11, the assignee shall acquire all rights and obligations of the assigning party under this Waiver, and the assigning party shall be released from all further obligations and liabilities arising under this Waiver after the effective date of the assignment.

4 Binding Effect. This Waiver shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5 No Third-Party Beneficiaries. Nothing in this Waiver, express or implied, is intended to confer upon any person or entity other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Waiver.

6 Severability. If any provision of this Section 11 is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 1 For the purposes of this Waiver, "Force Majeure Event" means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, acts of government or other competent authority, fires, floods, epidemics, pandemics, strikes, lockouts, industrial disputes or disturbances, wars, riots, civil disturbances, or any other similar cause.
- 2 If a party is prevented, hindered, or delayed in the performance of any obligation under this Waiver by reason of a Force Majeure Event, such party shall be excused from performance to the extent that it is prevented, hindered, or delayed by the Force Majeure Event.
- 3 The party affected by the Force Majeure Event shall promptly give written notice to the other party, specifying the nature and extent of the Force Majeure Event, and the anticipated duration of the delay or non-performance.
- 4 The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as reasonably possible.
- 5 If the Force Majeure Event continues for a period of [NUMBER] consecutive days or more, either party may terminate this Waiver by providing [NUMBER] days' written notice to the other party.
- 6 Neither party shall be liable to the other for any delay or failure in the performance of its obligations under this Waiver to the extent that such delay or failure is caused by a Force Majeure Event.
- 7 Notwithstanding the foregoing, a Force Majeure Event shall not excuse a party from any payment obligations under this Waiver.

## **29 Confidentiality**

- 1 Definition of Confidential Information. For purposes of this Waiver, "Confidential Information" means any and all information, data, or materials, whether in written, oral, electronic, or other form, that is designated as confidential or proprietary by the disclosing party, or that a

reasonable person would consider confidential or proprietary given the nature of the information and the circumstances of its disclosure. Confidential Information includes, but is not limited to, personal information, financial data, business strategies, trade secrets, and any other sensitive or proprietary information.

- 2 Exclusions. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than as a result of a breach of this Waiver by the receiving party; (ii) was already known to the receiving party prior to its disclosure by the disclosing party, as evidenced by written records; or (iii) is independently developed by the receiving party without the use of or reference to the Confidential Information.
- 3 Obligations of Confidentiality. The receiving party shall: (i) maintain the Confidential Information in strict confidence; (ii) not disclose, disseminate, or otherwise make available the Confidential Information to any third party without the prior written consent of the disclosing party; and (iii) use the Confidential Information solely for the purposes of this Waiver and not for any other purpose.
- 4 Permitted Disclosures. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that the receiving party gives the disclosing party prompt written notice of such requirement and cooperates with the disclosing party in seeking a protective order or other appropriate remedy.
- 5 Return or Destruction of Confidential Information. Upon termination of this Waiver or upon written request by the disclosing party, the receiving party shall promptly return or destroy all Confidential Information in its possession or control, including all copies, reproductions, and summaries thereof, and certify in writing to the disclosing party that it has complied with this obligation.
- 6 Remedies for Breach. The receiving party acknowledges and agrees that any breach or threatened breach of this Confidentiality section may cause

irreparable harm to the disclosing party, for which monetary damages may be inadequate. In addition to any other remedies available at law or in equity, the disclosing party shall be entitled to seek injunctive relief or other equitable remedies to prevent or restrain any such breach or threatened breach.

- 7 Survival of Confidentiality Obligations. The obligations of confidentiality set forth in this section shall survive the termination or expiration of this Waiver for a period of [CONFIDENTIALITY PERIOD] years.

### **30 Termination**

- 1 Termination Events. This Waiver may be terminated by either party upon the occurrence of any of the following events:
- 1.1 Material Breach. If either party commits a material breach of any term or condition of this Waiver and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching party.
  - 1.2 Change in Ownership or Control. If there is a change in ownership or control of either party that could reasonably be expected to adversely affect the performance of this Waiver.
  - 1.3 Mutual Agreement. By mutual written agreement of the parties.
- 2 Notice of Termination. The party seeking to terminate this Waiver shall provide written notice to the other party, specifying the effective date of termination and the grounds for termination.
- 3 Effect of Termination. Upon termination of this Waiver, all rights and obligations of the parties under this Waiver shall cease, except for those provisions that expressly survive termination, including but not limited to Sections [list relevant sections, e.g., Indemnification, Confidentiality, Dispute Resolution]. Transition Assistance. Upon termination of this Waiver, the Releasee shall provide reasonable assistance to the Releasor in transitioning any activities or responsibilities related to the Property.

- 4 Return or Destruction of Confidential Information. Upon termination of this Waiver, each party shall promptly return or destroy all confidential information and materials provided by the other party in connection with this Waiver.
- 5 No Liability for Termination. Neither party shall be liable to the other for any damages or penalties resulting from the lawful termination of this Waiver, except for obligations accrued prior to the effective date of termination.
- 6 Remedies upon Termination. In the event of termination of this Waiver, the parties shall have all remedies available to them under applicable law, including but not limited to the right to seek damages or injunctive relief for breach of contract.
- 7 Survival of Certain Provisions. The provisions of Sections [list relevant sections, e.g., Indemnification, Confidentiality, Dispute Resolution] shall survive the termination of this Waiver and remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have executed this Waiver of Responsibility Form as of the Effective Date.[RELEASOR]

By: \_\_\_\_\_

Name: [RELEASOR NAME] \_\_\_\_\_

Title: [RELEASOR TITLE] \_\_\_\_\_

Date: [EXECUTION DATE][RELEASEE] \_\_\_\_\_

By: \_\_\_\_\_

Name: [RELEASEE NAME] \_\_\_\_\_

Title: [RELEASEE TITLE] \_\_\_\_\_

Date: [EXECUTION DATE] \_\_\_\_\_