

Please fill out agreement and fax back to **(505) 345-8510**

**FAX**

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**To: Angel Fire Rock House**

**From:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Total pages: 3**

**Subject: RELEASE AND INDEMNIFICATION AGREEMENT**

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**Angel Fire Rock House**

This Release and Indemnification Agreement (“Indemnity Agreement”) is executed and delivered as of the \_\_\_ day of \_\_\_\_\_, 200\_, from \_\_\_\_\_ (hereinafter “Renter”), to Scott C. Lardner and Christine Ann Lardner, husband and wife (collectively, “Owner”).

Recitals:

A. Renter and Owner have entered into that certain Lodging Agreement, dated \_\_\_\_\_ \_\_, 200\_ (the “Lodging Agreement”) pursuant to which Renter has reserved the right to rent, use and occupy that certain furnished mountain resort residential home and lot known as the Angel Fire Rock House (the “Rock House”) located at 36 Skyview Way, Angel Fire, New Mexico 87710 for the following dates: From \_\_\_\_\_, \_\_\_\_\_ \_\_, 200\_ to \_\_\_\_\_, \_\_\_\_\_ \_\_, 200\_, inclusive (the “Rental Period”). Pursuant the Lodging Agreement, Renter has deposited with Owner the required deposit therefor in the amount of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_.00).

B. Pursuant to the Lodging Agreement, Renter’s entitlement to use and occupy the Rock House during the Rental Period above described is conditioned, among other things, upon Renter’s execution and delivery of this Indemnity Agreement to Owner. Owner would not permit the Rock House to be used or occupied by Renter in the absence of Renter’s execution and delivery of this Indemnity Agreement to Owner.

C. Renter understands that there are risks associated with use and occupancy of mountain resort rental residential real estate, but nevertheless knowingly and willingly desires to assume the foregoing risks and execute and deliver this Indemnity Agreement (“Agreement”) to Owner.

FOR AND IN CONSIDERATION of Owner’s acceptance of the Lodging Agreement and the benefits to be derived from Renter’s use and occupancy of the Rock House during the Rental Period:

1. Release and Indemnification of Owner. Renter hereby fully and forever waives, releases and discharges, and agrees to indemnify, defend and hold Owner and each and every one of Owner’s spouse, children, employees, agents and representatives (the “Owner Releasees”) harmless from any and all claims, loss, liability, lawsuits, damages, injuries or death to person or to property sustained, and expenses, including, without limitation, reasonable attorney fees, in any way relating to or arising out of Renter’s rental, use and/or occupancy of the Rock House. Renter intends that the Club Releasees enjoy the benefits and protections of the foregoing release and indemnification to the fullest extent permitted by applicable law even though the liability that arises is caused or contributed to by the negligence of any of the Club Releasees.

2. Limitation of Idemnification. To the extent, if at all, that this Indemnity Agreement is deemed to be a “construction contract” within the meaning of Section 56-7-1 NMSA 2003 as amended from time to time, it shall not be construed to indemnify the indemnitee, its officers, employees or agents from their own negligent acts or omissions, but shall be limited to liability, damages, losses or costs to the extent caused by, or arising out of the acts or omissions of the indemnitor or its officers, employees or agents.

3. Severability. If any part of this Indemnity Agreement should be determined by a Court to be void or unenforceable, the parties hereto agree to request the Court in the proceeding in which any such provision hereof is determined to be void or unenforceable to reform the offending provision in such a manner as to cause it if it all possible to be valid and enforceable while at the same time accomplishing as nearly as possible the parties’ original intent in including such provision in this Agreement. In the event that, despite the parties’ reformation request to the Court, the Court is unable or unwilling to reform the offending provision to the extent necessary to cause it to be valid and enforceable, such part will be treated as severable, leaving valid and enforceable the remainder of this Indemnity Agreement notwithstanding the part or parts found void or unenforceable.

4. Governing Law. This Indemnity Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico, without regard to any conflicts of law provisions contained therein.

Dated this \_\_\_ day of \_\_\_\_\_, 200\_.

Signature of Renter: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_