

## RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Anthony, New Mexico, by and between \_\_\_\_\_ of \_\_\_\_\_ (address), (hereinafter sometimes referred to as the "Fallen Tree Remover") and the CITY OF ANTHONY, NEW MEXICO (hereinafter sometimes referred to as "City"), of 820 Hwy 478, Anthony, New Mexico 88021.

The parties stipulate and agree that this release and indemnity agreement relates to the following:

In consideration of benefits accruing to Fallen Tree Remover, and in the interest of public health, safety, welfare and sanitation, City grants to Fallen Tree Remover, and to its employees, servants, agents, representatives, contractors, directors and officials the right to enter the real property owned, controlled, and/or possessed by the City to perform such services under the supervision of the City's employees, servants, agents, representatives, directors and officials, as may be necessary to remove fallen dead trees from such City real property, and to do such other work incidental thereto.

In consideration of the Fallen Tree Remover taking possession and ownership of such removed fallen trees, the Fallen Tree Remover agrees not to charge the City for the Fallen Tree Remover's services in removing and hauling away the removed fallen trees and the Fallen Tree Remover also agrees to hold harmless and indemnify City, including any and all of its employees, servants, agents, representatives, directors and officials from and against any and all claims, actions, demands, suits, losses, costs, expenses, liabilities, assessments, penalties, fines, fees, injuries and damages, including attorney's fees and all costs and expenses in connection with litigation, arising or resulting from or in connection with any act or omission by City, or of City's employees, servants, agents, representatives, directors and officials, related to, or in connection with, or under this agreement, including but not limited to out of any occurrence in, upon or at the premises or any part thereof where Fallen Tree Remover's services are performed or rendered, including any damage or injury to any person or equipment or other property, or any part thereof.

This agreement shall inure to the benefit of, and is binding upon, the parties and their respective heirs, legal representatives, executors, administrators, personal representatives, successors and assigns.

Each party acknowledges that he, she or it has carefully read this instrument, including all documents or exhibits, if any, to which it refers; that this instrument expresses the entire agreement between the parties concerning the subjects it purports to cover; and that each party has executed this instrument freely and of his, her or its own accord.

**EXECUTED TO BE EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_.

\_\_\_\_\_  
**SIGNATURE OF FALLEN TREE REMOVER**  
**PRINT NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
**MOB. NO.** \_\_\_\_\_  
**E-MAIL** \_\_\_\_\_

**CITY OF ANTHONY, NEW MEXICO**

By: \_\_\_\_\_  
**Diana Murillo, Mayor**