

I, Katherine Miller, am an authorized agent of Santa Fe County Fairgrounds (the Venue) a St. Baldrick's Foundation (SBF) Host. The Venue understands that the name St. Baldrick's, the logo, and the Lucky Leprechaun icon are registered trademarks of SBF. The Venue will not use SBF's registered trademarks in any printed materials or advertising without the prior written approval of SBF.

The Venue will not authorize any person to use a razor on the premises to shave the head of anyone at the SBF event.

The Venue understands that SBF strictly prohibits the use of, and Venue therefore assumes any and all liability and claims of damage or injury relating to, amusement devices (including but not limited to "moonwalk/moon bounce", trampolines, and dunk tanks), fireworks or pyrotechnics, stunting activities, animal activities (including but not limited to petting zoos, pony rides, etc.) (hereinafter referred to as "Prohibited Activities"), whether the presence of such Prohibited Activities at an SBF event are known to SBF or not. Further, the Venue assumes any and all liability and claims of damage or injury relating to traffic control or road closures directed by the Venue at or near the SBF event hosted by the Venue.

**PUBLICITY CONSENT & RELEASE**

The Venue hereby irrevocably grants SBF permission to use the Venue's name(s) and biographical or business information (including company logo, if applicable) for the sole purpose of furthering the charitable aims of SBF. In addition, the Venue hereby irrevocably grants SBF permission to use and waives any rights of compensation for the use of any artwork supplied by it to SBF or depicting the Venue or any of its affiliates, employees, vendors, contractors or guests during the Venue hosted SBF event, including but not limited to: portraits, pictures, artwork, film footage, likenesses, voices, or any or all of them in a greeting card, recording, print ad, motion picture film, television production or reproduction, direct mail piece, newsletter, website article, website event, social media event or article, event donation page, press release, sound track recording film strip, or still photograph, used solely for the purposes of furthering the charitable aims of SBF.

Furthermore, the Venue hereby grants to SBF, its clients, successors, assigns, and/or anyone acting under the authority or permission of any of them, the right to make originals of any of the items referred to in the preceding paragraph, to use such items in advertising and publicity in any and all publications and other media without limitation or reservation for any lawful purpose, to reproduce in any form or manner, and to copyright any such items in the name of SBF only in connection with the charitable aims of SBF.

The Venue agrees that it shall receive no compensation for the appearance of it or any of its affiliates, employees, vendors, contractors, or guests in SBF promotional materials or activities.

**AGREEMENT ON CONDUCT**

The Venue understands and agrees that while hosting an SBF event it is responsible for ensuring a safe and friendly environment. The Venue understands and agrees that its commitment of time, staff and funds to SBF does not in any way grant the Venue authority to act on behalf of SBF, and understands and agrees that it cannot sign contracts or make other agreements on SBF's behalf, including but not limited to agreements with other charities or fundraisers, even with respect to the SBF event hosted by the Venue. The Venue understands and agrees that it has a duty to cooperate with SBF in all regards, and the Venue understands and agrees that SBF reserves the right to suspend an event at its sole discretion.

**AGREEMENT ON CONDUCT & ASSUMPTION OF RISK:**

The Venue has freely and voluntarily chosen to host this SBF event and agreed to provide a safe and friendly environment. The Venue understands that there are certain risks associated with hosting this SBF event and participation is not without risk to it, its employees, or its guests who may attend. The Venue understands such risks include, but are not limited to, personal injury, property damage or loss, and death.

In consideration of and as inducement to SBF's acceptance of the Venue's hosting this SBF event and providing a safe and friendly environment,

The Venue has read and understands this Agreement and is aware of the legal consequences of signing this Agreement. The Venue agrees that this Agreement is governed by the law and jurisdiction of the State of New Mexico, United States of America. The Venue agrees that if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction the remaining provisions will continue to be fully effective. The Venue agrees that a photocopy of this Agreement will be sufficient to demonstrate that the Agreement was executed and that an original need not be retained by SBF. The Venue

understands and agrees that the Venue may not host the SBF event unless an authorized representative of the Venue has read and signed this Agreement, and that the execution of this Agreement binds both the Venue and any of its affiliates. The Venue understands and agrees that this Agreement contains the entire agreement between the parties, and supersedes any prior oral or written agreement concerning the subject matter.

The Venue represents and warrants that it maintains \$ \_\_\_\_\_ of liability coverage, pursuant to a policy obtained from \_\_\_\_\_ (insert name of insurance carrier) and is current on all policy and premium payments under such policy.

Authorized Signature:

JM McCabe  
Jennifer McCabe, ST. BALDRICK'S FOUNDATION

**PLEASE PRINT IN BLOCK LETTERS**

Date of St. Baldrick's Foundation Event: March 14, 2020  
Venue Name: Santa Fe County Fairgrounds  
Address: 3229 Rodeo Rd., Santa Fe  
City: Santa Fe State: NM Postal Code: 87507  
Authorized Signature: Katherine Miller  
Print Name: Katherine Miller  
Date: 1-29-2020 Venue Phone ( ) \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Are you a returning SBF Host?  Yes  No  
If "Yes" how many & what years? 2 -> 2018, 2019

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 1-23/20  
[Signature] 1/27/2020  
Pm ac