

Waiver of Liability, Release, Assumption of Risk & Indemnification Agreement

The Wash Bay at the Cordillera Metropolitan District's Maintenance Facility (the "Wash Bay") is a facility owned and operated by the Cordillera Metropolitan District (the "District"). Use of the Wash Bay is being offered to Members of the Cordillera Property Owners Association pursuant to an agreement between the District and the Cordillera Property Owners Association. In consideration of the limited access to and use of the Wash Bay's facilities and equipment provided by the District, by signature below, I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge, understand, and assume the risks and potential dangers arising from the conditions and my use of the Wash Bay and equipment therein located at the District's Maintenance Facility. My use of the Maintenance Facility shall be limited to the Wash Bay facility only and any all equipment included in the Wash Bay for purposes of washing and cleaning personal automobiles owned by myself, my spouse, or my children. Furthermore, I hereby acknowledge that the risks of use of the Wash Bay include, but are not limited to, slipping and falling, bodily injury, property damage to my automobile and/or the Wash Bay and related equipment, equipment failure, operator error, and my own physical condition to operate a high-powered washer.

2. I acknowledge and understand that included within the scope of this waiver and release is any cause of action arising from the performance or failure to perform construction, maintenance, inspection, supervision, or control of the Wash Bay, equipment related thereto, and the premises and/or from the failure to warn of dangerous conditions existing at the Wash Bay, with the equipment or premises.

3. **RELEASE FROM LEGAL LIABILITY; INDEMNIFICATION:** I hereby voluntarily relinquish and release, discharge, and agree to indemnify and hold harmless, now and forever, the District and the Cordillera Property Owners Association, Inc. (the "Association") and their respective officers, directors, employees, agents, and volunteers , and all other persons or entities acting in any capacity on the District's or the Association's behalf (collectively, the "Releasees") of, from, and against any and all claims, demands, liabilities, obligations, or actions, including all expenses of litigation, costs, and attorney's fees, known and unknown, losses, judgments, fines, demands . damages, loss of use or services, **or** injuries to real and/or personal property owned by me, third parties or the District and/or injuries or death to persons including myself, persons accompanying me in the Wash Bay whether such persons remain in my automobile or within the Wash Bay premises, and any other third parties in the Wash Bay (collectively, the "claims") to the extent any such claims arise from or may be alleged to arise, directly or indirectly, in whole or in part, from any acts or omissions by me or persons accompanying me in connection with my presence at and/or my use of the Wash Bay and the equipment therein.

Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-10 I, et seq., C.R.S.

4. Should the Releasees be required to incur attorneys' fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all attorneys' fees and costs.

5. I hereby certify that I have adequate insurance to cover any injury to myself or to persons accompanying me in the Wash Bay or any damage to my automobile and other personal property and to the Wash Bay facilities and equipment that I may cause or suffer while present at the Wash Bay or using the Wash Bay facilities and equipment, or else I agree to bear the costs of such injury or damage myself.

6. In the event that I file a lawsuit against Releasees, I agree to do so solely in the State of Colorado, County of Eagle, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of Colorado. I agree that if any portion of this Agreement is found to be void or unenforceable, the balance of this Agreement shall remain in full force and effect.

7. I hereby agree to abide by the rules and regulations of the District as they pertain to my access and use of the Wash Bay and its facilities and equipment, as may be amended in the sole discretion of the District.

(Remainder of page intentionally left blank)

This Agreement sets forth the entire agreement between the Releasees and the undersigned regarding liability. By signature below, I have not relied on any representations made by or on behalf of the Releasees regarding this Agreement and have had sufficient time and opportunity to read this entire Agreement.

By signing below, I acknowledge that I understand that THIS IS A RELEASE OF LIABILITY and understand and agree to all the terms set forth in this Waiver of Liability, Release, Assumption of Risk & Indemnification Agreement.

Signature

Date

Address