



THIS IS A RELEASE

**WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT TO INDEMNIFY**

IN CONSIDERATION of being permitted to enter for any purpose onto the property of Wheatlands Metropolitan District ("District"), as further defined in the Application and Permit for Park Reservation and/or Application For Facility Use (as applicable, the "Permit"), to which this RELEASE is attached. The undersigned hereby agrees as follows:

1. The undersigned is authorized to make this application on behalf of the party, group or organization he represents.
2. That upon entering any such areas as described in the Permit, the undersigned will continuously thereafter inspect such facilities and all portions thereof, and his continued use thereof shall constitute an acknowledgement that he has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, District officials will be notified, and use of the facility will be terminated.
3. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE WHEATLANDS METROPOLITAN DISTRICT, officers, officials, and representatives on account of injury to the person or property which applicant alleges to represent caused by the negligence of the District while the undersigned and the persons he represents are utilizing the facility for any purpose.
4. The undersigned, on behalf of the group represented, AGREES THAT THE GROUP DOES INDEMNIFY AND HOLD HARMLESS the District from any liability, damage or cost which may have accrued due to the activities or presence of the group.
5. The undersigned, on behalf of the group represented, ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the negligence of the group.
6. The undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk or serious injury and/or death and/or property damage.
7. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON WHEATLANDS METROPOLITAN DISTRICT GROUNDS BY THE PERMIT HOLDER, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGES THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE PERMIT HOLDER/APPLICANT HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE WHEATLANDS METROPOLITAN DISTRICT FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON WHEATLANDS METROPOLITAN DISTRICT GROUNDS BY THE PERMIT HOLDER/APPLICANT.
8. The undersigned expressly agrees that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of himself and the organization and persons utilizing the permit, and further agrees that no oral representations, statements, or inducements have been made.

Applicant

Date

Witness

Date