

CHATEAU CHAPARRAL OWNERS ASSOCIATION,
a Colorado Corporation
Liability Waiver
Use of Equipment Presenting Potential Risks

This Agreement is entered into between Chateau Chaparral Owners Association (“CCOA”) and _____ (“Borrower”).

CCOA owns tools and equipment that may be borrowed by owners and residents for occasional use (excluding the backhoe and tractor), subject to the Chateau Chaparral Tool – Equipment & Maintenance Shop Use Policy and the following rules and restrictions:

1. The equipment may be used only for your own personal (non-commercial) purposes within the Park, or to perform work in the common areas that is specifically authorized by the Board.
2. If the equipment is being used to perform volunteer services for other unit owners, be aware that the Board does not endorse such service nor will it accept any responsibility for damages (either personal or property) resulting from such use.
3. Equipment must be used properly, safely, and in a manner for which it was designed and intended.
4. The Borrower shall be responsible for any broken or damaged equipment, and for any damages that may have been caused while using the borrowed equipment.
5. Any equipment that is borrowed and removed from storage must be recorded on the equipment sign-out sheet. Equipment must be returned the same day unless special permission is given by the Board for a longer period of time.

Because of the risk involved in using equipment, anyone requesting to borrow equipment must first obtain the approval of the Board and complete a statement waiving and indemnifying the Board and CCOA of any liability for damages that may result from its use.

****This Waiver form shall remain in effect until it is cancelled by the signee or revoked for cause by the Board of Managers****

I, _____ (“Borrower”) am requesting to borrow the following equipment:

that is owned/rented/leased by CCOA. I fully understand that it is subject to the conditions enumerated above. I also acknowledge that the use of this equipment presents risks. I will accept those risks and will assume complete responsibility for any liability that could result from such use. I further agree to absolve the CCOA and the Board of Directors from all liability for personal and property damages. Borrower does hereby agree to and does indemnify CCOA against any loss or liability arising directly or indirectly from the use of said equipment, including any liability or claimed liability on the part of CCOA because of any damage to person or property (including death) and will save CCOA harmless against any expense, including all legal fees, disbursements, fines and assessments.

Borrower Signature

Lot

Date

Board of Directors Representative

Date