

**WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY**

THIS WAIVER, dated this \_\_\_\_\_ day \_\_\_\_\_ of , 20\_\_\_\_ , is entered into between Chateau Chaparral Owners Association (“Association”) and \_\_\_\_\_ (“User”).

**DEFINITIONS**

A. "User" is the person whose signature appears at the end of this document and who desires to use the community association common facilities.

B. "Activities" shall be those permitted uses as more particularly set forth on Exhibit A.

**RECITALS**

In consideration for allowing the User desires to participate in the Activities being conducted within the Community and covenants and agrees to the following:

1. Waiver, Release, Discharge, Covenant Not to Sue and Indemnity. The undersigned hereby waives all claims of liability that User or User’s legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Outside Member’s family, may have against the Association arising from the Activities, and User hereby agrees to indemnify and hold harmless the Association, its agents, employees, legal representatives and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorneys' fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the User or User’s spouse, child or children, as a result of User, or User’s successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of User’s family, participating in any manner whatsoever in the Activities. User shall promptly pay to the Association, its successors and/or assigns, the full amount of any such costs, loss or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors or assigns may become liable.

2. Each of the undersigned has read and fully understands the statements made above and voluntarily signs this Waiver, Release, Covenant Not to Sue, and Indemnity and agrees that no oral representations, warrants, statements or agreements, apart from this instrument, have been made to them. This instrument is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion is held invalid, it is agreed that the laws of the State of Colorado shall govern this instrument.

\_\_\_\_\_  
User

\_\_\_\_\_  
Date