

**USE OF TOWN RECREATIONAL PROPERTY**  
**RELEASE/INDEMNIFICATION - TOWN OF COLLBRAN**

**I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING**

In consideration for being permitted to utilize the Town of Collbran's Plateau Valley Fairgrounds/Rodeo Arena, I hereby acknowledge, represent, and agree as follows:

A. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. **ACKNOWLEDGMENT OF RISK:** The Undersigned acknowledges that rodeos are dangerous activities and that the participation in a rodeo, as either a contestant, an employee or volunteer, exposes the participant to a substantial and serious risk of property damage, personal injury and/or death. The Undersigned expressly acknowledges that his/her participation in this event will involve such a hazard.

\_\_\_\_\_ (Event Sponsor initials here)

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Event Sponsor initials here)

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the Town of Collbran, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Event Sponsor initials here)

D. I further agree to defend, indemnify and hold harmless the Town of Collbran, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town of Collbran, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Event Sponsor initials here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town of Collbran, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ (Event Sponsor initials here)

F. I understand and acknowledge that the Town of Collbran, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the Town of Collbran, its officers, or its employees.

\_\_\_\_\_ (Event Sponsor initials here)

G. I understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of \_\_\_\_\_, Colorado.

\_\_\_\_\_ (Event Sponsor initials here)

H. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

\_\_\_\_\_ (Event Sponsor initials here)

**II. EVENT SPONSOR SIGNATURE AND DATE:**

Event Sponsor - Print Name: \_\_\_\_\_

Event Sponsor Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_