

# Missouri Heights Community League (MHCL)

498 County Road 102 (physical)  
218 E. Valley Road, Ste. 104, PMB 351 (mail)  
Carbondale, CO, 81623

## *Schoolhouse Waiver and Release of Liability 2022*

### **I. Waiver and Release of Liability**

In consideration of my use of the real property and improvements located at 498 County Road 102, Carbondale, Colorado 81623 (the "Premises"), I, \_\_\_\_\_ (name of company or individual), hereby waive, release, and hold harmless the Missouri Heights Community League, its owners, officers, directors, volunteers, and agents (collectively called the "MHCL") for any injury or damage to me, to others, or to equipment, facilities, or other property, arising from any and all claims or causes of any kind or nature which result from my use of the Premises, if any, and whether caused by the negligent acts or omissions of the MHCL or otherwise. By signing this Waiver and Release of Liability, I am assuming *all* risks of the activities in which I or my agents, invitees, or licensees, and/or my equipment may be engaged in on the Premises, whether such activity and resulting injury, death or property damage is caused by the negligence of the MHCL, of third parties, or otherwise. By knowingly and voluntarily assuming all such risks, I intend to waive and give up my rights against the MHCL, both for myself and for my heirs, administrators, executors, and assigns.

### **II. Hold Harmless and Indemnification**

I further agree to hold harmless and indemnify the MHCL and its respective owners, officers, directors, volunteers, and agents against any and all claims of loss, damage, cost, or expense of any kind whatsoever, including attorney's fees, which the MHCL may sustain or incur as a result of the use of the Premises by me or any of my guests, employees, invitees, or licensees.

### **III. Rules and Regulations**

I agree to abide by and follow all applicable rules and regulations governing the Premises, which rules and regulations shall include the laws of the State of Colorado and those specific Rules, Regulations, and Policies provided me by the MHCL prior to the date or dates of my use of the Premises.

### **IV. Potential Risks and Hazards**

I fully understand there are potential risks and hazards associated with the Schoolhouse, a natural area, which include ruts, holes, and local wildlife. My presence is voluntary to be in, on, or upon the property of the Schoolhouse, and I voluntarily assume all risks and responsibility for loss, property damage, illness, and personal injury, including death, whether caused by negligence of the MHCL, accident, omissions, or otherwise.

### **V. Acknowledgement**

I further acknowledge and warrant that I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE ABOVE WAIVER AND RELEASE OF LIABILITY relating to my use of the Premises.

**I HAVE READ AND UNDERSTAND AND AGREE TO EACH OF THE FOREGOING TERMS:**

**RESPONSIBLE PARTY SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Date: \_\_\_\_\_