

# Cedar Mesa Ranches Homeowners Association, Inc.

PO Box 62, Mancos, CO 81328

**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE CEDAR MESA RANCHES HOMEOWNERS' ASSOCIATION, INC., ITS GOVERNING BOARD, COMMITTEE MEMBERS, AND ITS AGENTS FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE ASSOCIATION WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM NEGLIGENCE.**

## **RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT WATER TRUCK**

I, the undersigned participant, exercising my own free choice to participate voluntarily operation of a water truck for the purposes of maintaining the roadways in the Cedar Mesa Ranches Subdivision, promising to take due care during such participation, hereby acknowledge that I have been informed of the nature of activities and that I am aware of the hazards and risks which may be associated with my participation, including the risks of bodily injury or death, or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks of injury or damage to my person or property.

I understand that I am solely responsible for my own costs, expenses, and liabilities arising from any bodily injury or property damage that I may sustain through my participation in the above-named activities, regardless of whose fault may be the cause of my injuries or damages, even if caused by carelessness or negligence, so long as the conduct which caused the injuries or damages was not grossly negligent, or willful and wanton. I HEREBY WAIVE ANY CLAIM I MAY HAVE AGAINST CEDAR MESA RANCHES HOMEOWNERS ASSOCIATION, INC. ("HOA"), ITS GOVERNING BOARD, COMMITTEE MEMBERS, EMPLOYEES, CONTRACTORS, OR AGENTS ARISING FROM THE PERFORMANCE OF THE ACTIVITIES DESCRIBED ABOVE.

Further, I agree to indemnify, defend, and hold harmless CEDAR MESA RANCHES HOMEOWNERS ASSOCIATION, INC., ITS GOVERNING BOARD, COMMITTEE MEMBERS, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, made by any person who suffers any injury, disability, death, or other harm of any type to their person or their property or both, arising from my actions in performing or participating in roadway maintenance in the Cedar Mesa Ranches Subdivision.

I fully understand that the HOA's insurance coverage may not cover individuals volunteering to perform road maintenance. As such, since I am not an employee of the HOA, I may not be covered by the HOA's insurance. I warrant that I carry my own insurance, and any injury, economic loss, or property damages I sustain shall only be submitted to my own insurance company for coverage.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release From Responsibility, Assumption of Risk, and Waiver.

Executed on \_\_\_\_\_

Name of Person Participating in the Activity: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Emergency Phone # \_\_\_\_\_