

**USE OF TOWN OF RECREATIONAL FACILITY / SPORTS FIELD
RELEASE/INDEMNIFICATION - TOWN OF MONUMENT**

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

In consideration for being permitted to utilize the Town of Monument 's recreation facility/sports field, 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. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the recreation facility/sports field.

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 Monument, its officers, its employees, or by any other cause.

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the Town of Monument, 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 Monument, its officers, its employees, or by any other cause.

D. I further agree to defend, indemnify and hold harmless the Town of Monument, 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 Monument, 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 Monument, its officers, its employees, or by any other cause.

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 Monument, 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.

F. I understand and acknowledge that the Town of Monument, 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 Monument, its officers, or its employees.

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 El Paso County, Colorado.

II. PARTICIPANT SIGNATURE AND DATE :

Participant - Print Name : _____

Participant's Signature : _____

Date of Signature: _____

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the Town of Monument, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

Parent/Guardian - Print Name: _____

Parent/Guardian - Signature: _____

Date of Signature: _____

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.