

WAIVER AND INDEMNITY

THIS WAIVER AND INDEMNITY ("Waiver") dated this _____ day of _____, 2012, is entered into between the Tres Valles West Owners Association ("Association") and ("Owner").

Definitions:

- A. "Owner" is the person whose signature appears at the end of this document, owns one or more Lots at Tres Valles West, and who desires the use of the Parking Area.
- B. "Parking Area" includes all activities involved with parking of an RV, travel trailer or utility trailer on Tres Valles West common area, in the area designated by the Association for parking, and in accordance with the Parking Guidelines of the Association in effect from time to time.
- C. "Parking Guidelines" are those guidelines approved by the Board of Directors of the Association, from time to time, for the parking of various trailers and RV's in a portion of the Association's common area known as the quarry.

Recitals:

In consideration of Association's approval of Owner's use of the Parking Area, Owner makes the following agreements, commitments, waivers, releases, covenants, indemnities and representations:

1. Representations. Owner represents and warrants that he/she has been given a copy of, or has been given access to, the Parking Guidelines, has read the Parking Guidelines and fully understands the terms thereof, and is fully able to understand and evaluate the risks of the use of the Parking Area.
2. Waiver and Indemnity. Owner hereby waives all claims of liability that Owner or Owner's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Owner's family, may have against the Association arising from the use of the Parking Area, and Owner hereby agrees to indemnify and hold harmless the Association, its agents, Directors, Officers, 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 of, any persons, including but not limited to the Owner and/or Owner's spouse, child or children, as a result of Owner, or Owner's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Owner's family, participating in any manner whatsoever in the use of Parking Area. Owner shall promptly pay to the Association, its agents, Directors, Officers, employees, legal representatives and their successors and/or assigns, the full amount of any such claim, liability, loss, demand, costs, loss or damage

which the Association, its agents, Directors, Officers, employees, legal representatives and their successors and/or assigns may sustain or incur, or for which the Association, its agents, Directors, Officers, employees, legal representatives and their successors or assigns may become liable.

3. Insurance Requirements.

- A. Owner shall provide the Association with proof of Comprehensive Automobile Insurance for the vehicle prior to use of the Parking Area.
- B. For an RV or travel trailer, Owner shall provide the Association with proof of General Liability Insurance having a limit of at least \$300,000 per occurrence for bodily injury and property damage, including but not limited to personal injury liability and broad form property damage prior to the use of the Parking Area.
- C. For a utility trailer, no insurance shall be required.
- D. Owner hereby guarantees that insurance will be kept valid for the entire term of this document. The Association can request Owner to provide proof of insurance at any time. If proof of insurance is not provided, Owner will be asked to remove the trailer immediately.

4. Assumption of Risk. Owner, on behalf of him/herself, his/her personal representatives, heirs, successors, assigns, and children, hereby assumes all risks of use of the Parking Area by Owner, whether such risks are caused by negligence of any person or otherwise.

5. Parking Guidelines. The Parking Guidelines approved by the Board of Directors and then in effect, from time to time, are hereby incorporated into this Agreement.

Owner has read and fully understands the statements made above and voluntarily signs this Waiver 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.

Owner

Date

Printed Owner Name

Lot Number