

RELEASE AND INDEMNIFICATION AGREEMENT FOR HIGH MOUNTAIN HAY FEVER FESTIVAL CAMPING

In consideration for being permitted to park my recreational vehicle/trailer/tent on, and to use for camping purposes during the period July 6-9, 2023, the property or properties owned by Craig Walker or Walker Property Group or Jimmie C. Nugent Living Trust and Sheryl R. Nugent Living Trust or San Isabel Land Protect, on Trust or Clear Skies Investments, LLC or Richard and Audrey Stermer or Stermer Family Investments LLLP or Town of Westcliffe, or Tom and Robyn Wallerich; FBO Pensco Trust Co. or Janet L. Stephens and David J. Rohal or "The Landowners", and Lessee Lowe's Market, and Town of Westcliffe, and managed by the High Mountain Hay Fever Festival Association (HMHFFA) for such period, I agree that:

1. The property is not maintained for camping and there may be unevenness, ruts, broken glass, electrical lines or hazardous materials on the property that could cause death, injury or harm to me or my vehicle, trailer or property.
2. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I freely accept and assume all risks of death, injury or loss of property. I do so, whether or not the death, injury or loss of property is caused by the act, omission, negligence or by fault of Landowners and Lessee, or their agents and employees or by other cause, whether specifically stated herein or not.
3. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I wave any cause of action against or right to make a claim against or sue Landowners and Lessee or HMHFFA, their respective agents and employees, or volunteers. I further exempt, release and discharge Landowners and Lessee, their agents, employees and HMHFFA, its Board of Directors, representatives, employees and volunteers from any and all claims, demands and actions for death, injury or loss of property arising out of or in any way related to the use of the Landowners' and Lessee property by myself, my agents and invitees, whether or not death, injury or loss of property occurs on or off Landowner's and Lessee's property and whether or not caused by the act, omission, negligence or other fault of the Landowners, Lessee or HMHFFA, their respective representatives, employees, volunteers, agents or invitees, or by any other cause, whether specifically stated herein or not.
4. I further agree to defend, indemnify and hold harmless Landowners and Lessee, their agents, employees and insurers, and HMHFFA and its board of Directors, representatives, employees and volunteers or insurers from and against all liability, claims, and demands, including any third party claim asserted against Landowners and Lessee, and/or HMHFFA, their agents, employees, or volunteers insurers, on account of death, injury, loss or damage including without limits, on 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 my use of Landowners' and Lessee' property, whether or not caused by my act, omission, negligence, or other fault by me, my agents or invitees, or by act, omission, negligence, or other fault of Landowners and Lessee or HMHFFA, or their respective agents, employees or volunteers, or by any other cause. In the event any claim or claims are brought against of the Landowners, Lessee or HMHFFA, or their respective representative, agents employees or volunteers, which are subject to this agreement, I agree that, as part of my obligation to defend the Landowners, Lessee or HMHFFA, or their respective representative, agents, employees or volunteers, I shall be solely responsible for the payment of all attorneys fees and cost incurred by such entities or individuals in the defense of such claims by counsel or their choosing.
5. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that this **AGREEMENT** extend to all alleged acts, omissions, negligence, or other alleged fault of Landowners, Lessee

or

HMHFFA, their agents or employees, volunteers or representatives and that this **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. I agree I am bound by all applicable provisions of the laws, ordinances, rules and regulations of the State of Colorado State, Custer County and the Town of Westcliffe, Colorado. If any portion of this **AGREEMENT** is held invalid, it is further agreed that all other terms and conditions of the **AGREEMENT** which are not specifically held to be invalid shall nevertheless continue in full legal force and effect.

6. I understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws, ordinances, rules and regulations of the State of Colorado, Custer county and the Town of Westcliffe, Colorado and that jurisdiction and venue for any suit or cause of action under this **AGREEMENT** shall lie in the District Court for Custer County Colorado.

7. I understand and agree that the Landowners and Lessees are neither partners or engaged in any joint enterprise or business relationship with each other, and that each Landowners and Lessee are acting independently of the other Landowners and Lessee.

8. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective upon purchase of camping pass and shall bind me, my successors, representative, heirs, executors, assignees and transferees. I have read, understand and accept all the terms and conditions of the **AGREEMENT**.