

## WAIVER AND RELEASE

THIS WAIVER AND RELEASE (“Waiver”), dated this \_\_\_ day of June 18<sup>th</sup> 2022, is entered into between Sun Country Meadows Improvement Association (“Association”) and \_\_\_\_\_ (“Owner”), who resides at \_\_\_\_\_.

### DEFINITIONS:

A. "Owner" means the Owner or tenant who desires to participate in an Activity or Activities sponsored by, affiliated with or at Sun Country Meadows Improvement Association.

B. "Activities" include any and all activities involved with using the trash receptacles provided by the Association on Saturday, June 18th, 2022, between 6 a.m. and 1 p.m. Hours of dumping material will be from 7:00a.m. to 11:00amr until the allotted number of receptacles is full.

### RECITALS:

Twice each year, the Association, at no additional cost to the Owners, brings in large trash receptacles so that Owners may dispose of large item trash. Any small items that could be lost to wind or rain must be bagged and secured. All residents signing this agreement acknowledge that they have read and will adhere to all the stipulations set by the HOA in regard to allowances of items to be discarded.

**HOA has the right to refuse any resident not in compliance with the dumpster day rules, or anyone else deemed necessary.**

**Dumpster day actions that lead to removal from participating include but are not limited to: Vulgar actions or offensive language, cutting in line, outstanding dues, disregard to the posted guidelines of approved material.**

In consideration for the approval of Owner's involvement in the Activities, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities and representations:

A. Representations.

Owner represents and warrants that he/she is fully aware of the Activities, that Owner is fully able to understand and evaluate the risks of the Activities, that Owner is physically able to engage in such Activities and that the Owner will not dispose of any trash or waste which would be considered hazardous.

B. Waiver, Release, Discharge, Covenant Not to Sue and Indemnity.

The undersigned hereby waives all claims of liability that Owner, or its legal representatives, successors, assigns, agents, contractors, licensees, invitees, guests, or members of Owner's family, may have against the Association, and Owner hereby agrees to indemnify and hold harmless the Association, its agents, 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 Association negligence resulting in property damage or any personal injury to, or death to, any persons, including, but not limited to, the Owner and/or the Owner's spouse, child or children, as a result of Owner, or Owner's successors, assigns, agents, contractors, licensees, invitees, guests, or members of Owner's family, participation in the Activities. Owner agrees that, to the extent not otherwise paid or provided for by any insurance (including, but not limited to, liability, health, property, or other insurance), Owner shall promptly pay to the Association, its successors and/or assigns the full amount of any such costs, loss or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors and/or assigns may become liable. It is the express intent of the parties to this Waiver that Owner shall have a duty to indemnify or reimburse for any losses, damages, or other injuries arising from any Activity that is or could be covered by insurance.

C. Assumption of Risk.

The undersigned, on behalf of themselves, their personal representatives, heirs, successors, assigns, and children, hereby assume all risks of participation in the "Activities" by "Owner" whether such risks are caused by negligence of the Association or any person or otherwise. I acknowledge that I have knowingly and voluntarily signed this waiver and release, and that no oral representations, statements, or inducements, apart from the foregoing written agreements, have been made; and I execute this release for full, adequate, and complete consideration, fully intending to be bound by same. I agree that this waiver and release shall be governed by and construed in accordance with Colorado law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver and release as a whole.

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date