

Arrowhead Improvements Association, Inc.
Release & Waiver of Liability for Requested Service Activities

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT.

This Release and Waiver of Liability (Release) is executed on this _____ day of _____, 20__, by _____ (Owner) in favor of Arrowhead Improvements Association, Inc., (Arrowhead or Association), a nonprofit corporation, its directors, officers, employees, and agents.

Owner requests that Arrowhead Patrol (or other Arrowhead employees or representatives) perform service activities including but not limited to such things as: breaking trail into a cabin/home, check of exterior of cabin/home for serious snow problems, exterior door or window checks, and emergency transportation of people or goods ("Services").

Owner hereby freely, voluntarily, and without duress executes this Release under the following terms:

- 1. Release & Waiver.** Owner does hereby release and forever discharge and hold harmless and indemnify Arrowhead, its successors and assigns, from any and all liability, claims, damages and demands of whatever kind or nature, either in law or in equity, that arise from or relate to such Services or actions or inactions relating to such Services. Owner understands and agrees that this Release discharges Arrowhead from any liability or claim that Owner may have against Arrowhead or Arrowhead employees or representatives with respect to any bodily injury, personal injury, illness, death, or property damage that may result from or relate to the provision, or failure to provide, the Services, whether caused by the negligence of Arrowhead, or its officers, directors, employees, or agents or otherwise. Owner agrees that Arrowhead shall not be liable for nor does it assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health or disability insurance in the event of injury or illness arising out of or relating to such Services.
- 2. Medical Treatment.** Owner does hereby release and forever discharge Arrowhead from any claim whatsoever which arises or may hereafter arise due to performance of first aid, treatment, or service rendered in connection with Owner's request for Services by Arrowhead.
- 3. Assumption of Risk.** Owner understands that Services, including but not limited to packing trail into a cabin/home following Owner-marked

routes, check of exterior of cabin/home for serious snow problems, exterior door or window checks, and emergency transportation of people or goods are only performed at the request of Owner. Owner hereby expressly and specifically assumes the risk of injury, death and other damage arising out of or relating to such Services and releases Arrowhead from all liability for injury illness, death, or property damage resulting from participation in the Services described herein.

4. **Insurance.** Owner understands that, except as otherwise agreed to by Arrowhead in writing, the Association does not carry or maintain health, medical, property, loss, or disability insurance coverage for any Owner or Owner's property. Each Owner is expected and encouraged to obtain his or her own personal liability insurance coverage.
5. **Photographic Release.** Owner hereby grants and conveys unto Arrowhead all right, title and interest in any and all photographic images and video or audio recordings made by Arrowhead during performance of Service Activities by Arrowhead.
6. **Other.** Owner expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Owner also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
7. **Owner Failure to Comply.** Failure of Owner to comply with specifications or outlined procedures or requirements for Arrowhead's performance of requested Service Activities shall terminate any performance by Arrowhead.

IN WITNESS WHEREOF, Owner has executed this Release & Waiver of Liability as of the day and year first above written.

Owner: _____

Printed Name: _____

Arrowhead Address _____

Primary Contact Number _____