

## RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNIFICATION AGREEMENT, is by and between **THE PONDS AT BLUE RIVER OWNERS' ASSOCIATION, INC.** (the "Association"), and \_\_\_\_\_ (the "Owner").

### RECITALS:

A. The Owner is the owner of a condominium/townhouse unit in the Ponds at Blue River with a street address of \_\_\_\_\_, Silverthorne, CO 80498;

B. The Association is the property owners' association endowed by the Declaration with the obligation and authority to manage the affairs of the development known at the Ponds at Blue River;

C. The Owner desires to install/construct or has installed/constructed a hot tub on the Common Elements of the Ponds at Blue River; and

D. Pursuant to the Rules and Regulations of the Association adopted by the Board of Directors of the Association as set forth in the Declaration, the Owner is obligated to enter into this Release and Indemnification Agreement releasing the Association from any liability and indemnifying the Association from any costs or liability related to the design, installation, construction, use, maintenance or any other matter related in any manner to the hot tub constructed/installed on the Common Elements of the Ponds at Blue River.

NOW, THEREFORE, in consideration of the Association's approving the installation/construction of the hot tub on the Common Elements of the Ponds at Blue River (or, if already installed/constructed, in consideration of the Association allowing the hot tub to remain on the Common Elements), the Owner agrees as follows:

1. The Owner agrees to indemnify, defend and hold harmless the Association, its officers, directors, committee members, legal representatives, successors and assigns, from any claims, demands, liabilities, damages, losses, suits or causes of action, judgments, fines, penalties and expenses thereof of any kind whatsoever, including actual attorneys fees incurred by the Association, arising from or in any way connected to the design, installation, construction, use, maintenance or any other matter related in any manner to the hot tub constructed/installed on the Common Elements of the Ponds at Blue River adjacent to the Owner's unit. The Owner understands and agrees that it will remain liable under this paragraph 1 for any and all claims for any events occurring during the owner's period of ownership of the unit, regardless of when the claim is made.

2. The Owner for itself, its officers, directors, shareholders, members, managers, assigns, partners, successors, administrators, beneficiaries, heirs and attorneys, hereby absolutely and unconditionally releases, acquits, and forever discharges the Association, its officers, directors, committee members, legal representatives, successors and assigns from any and all liability which it now has, has had or may have, and from all claims, suits, demands, liens, actions, and causes of action, and from all damages, injuries, losses, contributions, indemnities, compensations, costs, attorneys fees, and expenses of any kind or nature whatsoever, whether known or unknown, fixed or contingent, whether in law or equity, whether asserted or unasserted, and whether sounding in tort or contract, relating to or connected with the design, installation, construction, use, maintenance or any other matter related in any manner to the hot tub constructed/installed on the Common Elements of the Ponds at Blue River adjacent to the Owner's unit.

3. This Agreement may be signed in counterparts and, when each party has signed one counterpart hereof, it shall be binding and enforceable.

4. This Agreement:

a. Represents the entire agreement and expresses the entire intent of the Parties as to all matters and supersedes, merges and replaces all prior or contemporaneous negotiations, offers, promises, representations, and agreements;

b. May not be amended, waived, modified, discharged, or terminated other than by means of a written instrument signed by the party against whom enforcement of the amendment, waiver, modification, discharge or termination is sought;

c. Shall be binding upon the Owner, its officers, directors, shareholders, members, managers, assigns, partners, successors, administrators, beneficiaries, heirs and attorneys, and shall inure to the benefit of the Association and its successors and assigns;

d. Shall be construed in accordance with the internal laws of the State of Colorado.

5. The parties represent, warrant and agree with each other that they have carefully read this Release and Indemnification Agreement; they have had an opportunity to seek legal counsel regarding this Release and Indemnification Agreement; they know and understand the contents of this Release and Indemnification Agreement; and they freely and willingly sign this Release and Indemnification Agreement.

6. Throughout this Agreement, where such meanings would be appropriate, (a) the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and (b) the singular shall be deemed to include the plural, and vice versa.

IN WITNESS WHEREOF, the parties hereto have executed this Release and Indemnification Agreement as of the day and year stated below.

OWNER;

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

THE PONDS AT BLUE RIVER OWNERS'  
ASSOCIATION, INC.

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_