

RELEASE and WAIVER of LIABILITY

For USE of NON-POTABLE WATER PROVIDED BY THE SPHINX PARK

IMPROVEMENT ASSOCIATION (SPIA) SUMMER WATER SYSTEM

This Release and Waiver of Liability (the "Release"), executed on this _____ day of _____, 20 __, by _____, (Name of SPIA "Water-User" Head-of-Household)

hereby waives, releases, discharges and indemnifies Sphinx Park Improvement Association (SPIA), it's Members, Board of Directors and Officers, Volunteers, Agents and Insurers from and against any and all claims, demands, and damages of any kind, known or unknown, now existing or arising in the future, including attorney's fees, resulting from or related to personal injury, first-aid treatment or other emergency medical services rendered, illness or death, which may result from or arise out of drinking or in any other manner consuming the **non-potable water** provided by the Sphinx Park Improvement Association (SPIA) to it's "water-user member households", whether paid or unpaid. This includes any family member or other person or persons who are visiting the community of Sphinx Park as guests, either private or commercial, consuming said non-potable water. It is the responsibility of the "SPIA water-user head-of-household" to inform all of the above as to proper use of said non-potable water.

This Waiver and Release is intended to be as broad and all-inclusive as permitted by the laws of the State of Colorado, is binding upon me, my extended family and my guests, our heirs, executors, administrators, agents, insurers and assigns and shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any part or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

This Release, once signed in writing or electronically, by the undersigned or then current SPIA Water-User Head-of-Household, shall be perpetual until the property listed below changes ownership. Your payment of annual SPIA dues and fees shall constitute a re-affirmation of the terms of this Release/Waiver. This Release is a pre-requisite for access to and use of the SPIA "summer water system", regardless of whether or not dues and fees have been paid for the current year.

By signing below, I express my understanding and intent to enter into this Release and Waiver

of Liability willingly and voluntarily.

Signature

Date

Sphinx Park, Colorado - Property Address