

EXHIBIT D

**COMMUNITY GARDENS OF GLENWOOD SPRINGS
USER'S INDEMNIFICATION AGREEMENT**

In consideration of being granted permission to access and utilize a portion of the space in the Community Garden located on City-owned property as a garden plot, the undersigned does hereby agree to release, indemnify and hold the City harmless from any and all claims, causes of action, damage, liability and cost and expenses, including litigation costs and attorneys' fees, against or incurred by the City, and hereby further agrees to waive and release any and all claims or causes of action of every kind and nature whatsoever, both in law and equity, whether known, unknown, foreseen, unforeseen, foreseeable or unforeseeable, which the undersigned, or anyone claiming through or against the undersigned, might have, including without limitation claims for personal injury, death or property damage resulting from, arising out of, or being in any way connected with the use of the above-described City-owned property. This release, waiver, and indemnity agreement shall also be effective to the maximum extent permitted by law.

The City shall give written notice to the undersigned or its successors or assigns of any act or occurrence involving an action, damage, liability or cost or expense indemnified herein within a reasonable time after such act or occurrence shall have come to said indemnities' knowledge.

I HAVE READ THIS WAIVER AND INDEMNIFICATION AGREEMENT. I UNDERSTAND THAT IT IS THE INTENTION OF THE CITY, IN WHICH I CONCUR, TO AVOID ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR DAMAGES, WHETHER KNOWN, UNKNOWN, FORESEEN OR UNFORESEEN, BY ME AT THIS TIME, TO ME, THOSE CLAIMING THROUGH ME, OR ANY AND ALL THIRD PARTIES, ARISING OUT OF MY USE OF CITY PROPERTY. I FULLY REALIZE THAT I MAY SUSTAIN UNKNOWN OR UNFORESEEN DAMAGES, INJURIES, LOSSES OR LIABILITIES RESULTING DIRECTLY OR INDIRECTLY FROM SAID USE ON CITY PROPERTY. BY EXECUTING THIS DOCUMENT, I INTEND TO FULLY AND COMPLETELY RELEASE THE CITY OF GLENWOOD SPRINGS FROM ANY AND ALL SUCH UNKNOWN OR UNFORESEEN DAMAGES, INJURIES, LOSSES OR LIABILITIES.

Agreed to and accepted this _____ day of _____, 20__.

Printed Name: _____

State of Colorado)
) ss.
County of Garfield)

The foregoing Waiver and Indemnification Agreement was acknowledged before me this _____ day of _____, 20__ by _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public