

**Liability Waiver and Release
City of Glenwood Springs**

The undersigned does hereby release the City of Glenwood Springs (“City”) from, and waive any and all liability, claims, demands or damages of whatsoever nature, including without limitation, claims arising from bodily injury, personal injury, property loss or damage, or any liability as a result of the use of Glenwood Community Garden from March to November OR on _____, 2023.

The undersigned shall be responsible for all accidents, injuries, damages or loss of property while using City property, and shall be liable to the City for payment in full of the cost of replacement and/or repair of any part of City property that is damaged as a result of the use of such property, except ordinary wear and tear.

The undersigned acknowledges the City is entitled to governmental immunity, under §24-10-101, et seq., Colorado Revised Statute.

The undersigned hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys’ fees, litigation, judgments, damages, and claims arising from or out of any negligent act or omission or other tortious conduct of the City, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

The undersigned accepts and acknowledges a previous training course with the City in their purpose and performance while using City property.

AGREED TO AND ACCEPTED THIS _____ day of _____, 2023.

City Of Glenwood Acting Agent

Undersigned

Print: _____

Title: 2023 Gardener

Representing: _____