

GENERAL USE AUTHORIZATION, RELEASE IN FULL AND INDEMNIFICATIONS

WHEREAS, the undersigned (the "Accessor") desires to enter onto and temporarily occupy for the purposes specified herein certain real property (the "Property"), owned by the Gunnison Valley Housing Foundation, a Colorado nonprofit corporation ("the GVHF") or The Trust for Public Land, a California nonprofit public benefit corporation ("TPL"); and

WHEREAS, the Property is being managed by GVHF who schedules and oversees the use of the Property; and

WHEREAS, Accessor has either previously entered onto and temporarily used the Property when it was owned by GVHF's and TPL's predecessor in interest, and/or Accessor is familiar with the terrain and all the inherent dangers associated with the Property; and

WHEREAS, Accessor shall, and is only permitted by GVHF or TPL to, access and use the Property in compliance with any and all applicable federal, state and local laws and regulations and this authority; and

WHEREAS, in order to allow Accessor to occupy and use the Property for the purposes of _____ (the "Uses"), TPL and GVHF require that Accessor execute this Release and Indemnification in favor of TPL and GVHF, their officers, directors, employees, agents, volunteers and attorneys (collectively the "Indemnities"); and

WHEREAS, by its signature below, GVHF and TPL, grants permission to the Accessor without charge or fee to access and use the Property for the Uses.

Therefore, it is hereby STIPULATED AND AGREED by and among Accessor, the GVHF and/or TPL, as follows:

In consideration of GVHF and TPL permitting Accessor to access, use and occupy the Property from _____, 20__ to _____, 20__, solely for the purposes of the Uses, the undersigned does hereby for himself or herself, and his or her heirs, executors, personal representatives, administrators, successors and assigns, release, acquit and forever discharge the Indemnities, from any and all claims, actions, causes of action, demands, rights, damages, costs and expenses, including reasonable attorneys' fees, whether based in tort, contract or other theory of recovery which Accessor, his or her family members, or guests, now have or may have in the future on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen injuries, or causes of death or damages and the consequences thereof arising from, in connection with or relating to Accessor's use of and/or presence on the Property, or the use of and/or presence on the Property by Accessor's family members or guests.

Further, Accessor hereby indemnifies and holds harmless the Indemnities from any and all claims, actions, causes of action, demands, rights, damages, costs and expenses, including reasonable attorneys' fees, whether based in tort, contract or other theory of recovery which Accessor, his or her family members or guests now have or may have in the future on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages, injuries, or causes of death and the consequences thereof arising from, in connection with or relating to Accessor's use of and/or presence on the Property.

In making and agreeing to this Release and Indemnification, Accessor has not relied on statements or representations by Indemnities as to any matters whatsoever. Accessor has relied upon his or her own judgment and/or advise of his or her own counsel. This instrument shall be interpreted without favoring either party and is clear and unambiguous and no parol or other evidence shall be admitted to construe or interpret its terms.

Date: _____, 2015

Signature _____ (Accessor)

Printed Name _____

GVHF,
a Colorado nonprofit corporation

By:



Date: Jan. 1, 2015

Please mail or deliver to:

Tim Wohlgenant
Colorado and Southwest Director
The Trust for Public Land
1410 Grant Street, suite D210
Denver, CO 80203

and

Don Graham
107 Shavano Dr., #A-4
Gunnison, CO 81230