



RELEASE OF LIABILITY
CITY OF STERLING

THIS RELEASE OF LIABILITY ("Release") is made as of the ___ day of ___, 20___, by and between the City of Sterling, a Colorado municipal corporation, ("City"), and ___ ("Tour Participant").

For and in consideration of the mutual covenants and stipulations contained herein, including the permission given by City to allow Tour Participant's participation in a tour of City's facilities scheduled for ___ ("Tour"), the parties agree as follows:

- 1. Attendance. City shall conduct the Tour and allow the Tour Participant to attend and participate in the Tour at City's cost.
2. Release. The Tour Participant, for him/herself, and his/her heirs, successors and assigns, waives, releases, discharges and covenants not to sue City, and its officers, directors, agents, affiliates, employees and volunteers from and against any and all liability, claims, demands, actions, attorney's fees, costs, expenses, and causes of action whatsoever arising out of any physical or property damages, losses, or injuries during and after the Tour, including any and all actual damages and/or any and all consequential damages, in any way connected with or arising from or in any way related or connected to Tour Participant's participation in the Tour, whether such losses, damages, or injuries result from the negligence of, or any other unintentional action, inaction or tort committed by City, its officers, directors, agents, affiliates, employees and/or volunteers or from some other cause.
3. Survival. This Release is effective as of the date set forth above and shall survive the end of the Tour.
4. Voluntary. This Release is entered into voluntarily and with full knowledge of its significance.
5. Representation Regarding Rules and Physical Condition. Tour Participant acknowledges that he/she has been made aware of and will follow all rules for the Tour and that he/she has been made aware of the physical demands of the Tour and that he/she is in good physical condition and has no health problems that would prevent him/her from participating in the Tour or that would otherwise result in harm from participation.

BY SIGNING THIS RELEASE OF LIABILITY, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I HAVE SIGNED OF MY OWN FREE WILL

IN WITNESS WHEREOF, the parties hereto have executed this Release, effective as of the day and year above written.

CITY OF STERLING

Date

By Name: Title:

Date

Tour Participant Signature Name:

Date

By Parent or Legal Guardian Signature (Tour Participant under 18 years) Name: