



COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while at the Black Canyon Golf Course. I agree to comply with all City of Montrose policies and rules, including but not limited to all City of Montrose policies, guidelines, signage, and instructions. Because the Black Canyon Golf Course is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City of Montrose, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party while at the Black Canyon Golf Course, or otherwise, while participating in any activity while in, on, or around the Black Canyon Golf Course and/or while using any City of Montrose facilities, equipment, or materials.
2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the City of Montrose facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in golfing at the Black Canyon Golf Course to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Colorado law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Colorado lifts all COVID-19 related mandates.
4. I certify that I do not have any of the following COVID-19 symptoms as outlined by the Center for Disease Control: shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste or smell. If I develop any of the aforementioned symptoms in the future, I will not attempt to golf at the Black Canyon Golf Course. I certify that neither I nor any member of my immediate family have been advised by health officials to self-quarantine.

Signature

Date

City of Montrose, Colorado
433 S. 1st Street
Montrose, CO 81401