



waiver and release of liability

CHFA First Look

In consideration of being granted access to the premises owned by Colorado Housing and Finance Authority ("CHFA") located at:

(the "Premises"), the undersigned, on behalf of itself, its subsidiaries, related entities, assigns, agents, employees and officers (individually and collectively referred to hereafter as the "Company") hereby releases, waives, discharges, and covenants not to sue CHFA, its separate entities, agents, employees and officers from and for any claim (including negligence) for injuries, damages, or other harm the Company may incur or sustain of any kind (including serious bodily injury or death), at any time, whether present or future, whether known or unknown, directly or indirectly caused by or related to its access to or use of the Premises. The Company understands that access to and use of the Premises carries certain inherent risks and Company hereby voluntarily chooses to access the Premises acknowledging any known or unknown danger and agrees to accept all associated risks.

Company further agrees to indemnify and hold harmless CHFA and/or any of its separate entities, assigns, agents, employees and officers (collectively, the "Indemnified Parties") against all claims, demands, judgments, actions, suits, costs, expenses, damages, liabilities and executions that any of the Indemnified Parties may incur or sustain directly or indirectly as a result of, or arising from the Company's access to or use of the Premises, whether or not such claims, demands, actions, judgments and executions are discovered during the period of the Company's access to the Premises.

If any portion of this waiver and release of liability is deemed by a court of competent jurisdiction to be invalid then the remainder of this waiver and release of liability shall remain in full force and effect.

signatures

I, _____ (Printed Name), as _____ (Title) of the Company, certify that I have read and understand this entire agreement and that I have the authority to execute this agreement on behalf of the Company and do so on the date below, with full knowledge of its significance, and intend it by signature to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law.

company signature

Print Name

Signature

Date