



## CITY OF ASPEN WAIVER AND RELEASE – SUNNY THE SOLAR ROLLER

KNOW ALL MEN BY THESE PRESENTS, THAT for and in consideration of the undersigned Releaser being permitted to use of Sunny the Solar Roller, hereinafter referred to as “solar trailer”, for the benefit and participation of itself and its members, guests and invitees, the Releaser does hereby waive, release, and discharge the City of Aspen, Colorado, its officials and employees, from any and all claims and liabilities for bodily injury, personal injury, or property loss or damage arising out of Releaser’s use of the solar trailer, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other faulty action of the Releaser.

Releaser further agrees to indemnify and save harmless the City of Aspen, its officials and employees, from and against any liability, claim or demand on account of bodily injury, personal injury, or property loss or damage asserted or claimed against the City arising out of Releaser’s use and occupancy of the solar trailer, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other faulty action of the Releaser, whether such liability, claim or demand is asserted by Releaser or its members, guests, invitees or other third parties.

Specifically excluded from this release and indemnification shall be any claims, liabilities, losses or damages arising out of the negligence or intentional acts of third parties, including the City of Aspen and its officials and employees.

The undersigned acknowledges and agrees to all of the following requirements for the use of the solar trailer:

1. Towing the trailer from the storage area (or an arranged pick up location) to the event and returning it to storage (or arranged drop off location).
2. Provide a copy of proof of insurance to the City of Aspen before use.
3. Provide the City of Aspen with a list of all equipment that will be used and the power rating (in amps or watts) of all equipment
4. Lock the trailer to the storage area and lock the lid of the trailer.
5. The trailer may not be stored overnight at any location other than City Hall without prior approval of the City of Aspen.

By execution of this Waiver and Release, Releaser further agrees and represents that it has inspected the solar trailer and that it accepts the same as safe and reasonably suited for the purposes of the Releaser’s use thereof and for the use of its members, guests and invitees.

This Waiver and Release shall be binding upon the undersigned and any successor or assign of the undersigned.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

RELEASER:

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)