

RELEASE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this 9th day of July, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO (the "County"), and Town of Fairplay, ("Sponsor").

WHEREAS, Sponsor wishes to have the Burro Race on July 28, 2019 (the "Event") which will include and use a portion of Park County Road(s) 12 and 696; and

WHEREAS, the County wishes to permit the Event and the use of County Road(s) 12 and 696 subject to the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the use of County Road(s) 12 and 696 and the promises set forth herein, the parties agree as follows:

1. The County shall allow the Event provided, however, that the use of County Road(s) 12 and 696 shall be coordinated with the County's Public Works Department.
2. The Sponsor, to the full extent allowed by law, agrees to indemnify, release and hold harmless County, its officers, employees and agents from any and all claims, damages, causes of action and liability asserted by any person resulting, directly or indirectly, from the use of the County Road(s) 12 and 696. Sponsor shall also maintain general liability insurance for the Event in a form and amount satisfactory to the County. Sponsor shall provide County with a Certificate of Insurance evidencing compliance with this Section.
3. The County, by entering into this agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
4. The parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.
5. The provisions of this Agreement shall only become effective upon execution of the Agreement by both parties.
6. Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.
7. This agreement shall be governed by the laws of the State of Colorado.
8. No third parties are intended to be beneficiaries of this Agreement.
9. This Agreement is intended to be fully integrated.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

SPONSOR

Julie Bullock
Representative, Town of Fairplay

Julie Bullock
Print Name

COUNTY:

By: _____
Richard Elsner, Chairman