



Waiver and Release of All Claims

I, _____, am a participant in The Gardens at PrairieStar. As a condition of being allowed to participate in the Gardens at PrairieStar, I agree to the following:

1. I am duly aware of the risks and hazards, including physical injury and/or property damage or loss, that may arise through participation in The Garden at PrairieStar. I accept these risks and hazards and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity or damage. In addition, under Colorado law there is no liability for the death or injury to a participant in an agricultural recreation or agro-tourism activity resulting from the inherent risks of the agricultural recreation or agro-tourism activities, pursuant to Section 13-21, 121, Colorado Revised Statutes. If I have had any questions about The Gardens at PrairieStar, its nature, risks or hazards, I have contacted the Garden Coordinator and discussed those questions with him or her to my satisfaction.

2. In consideration of being granted the opportunity to participate in The Gardens at PrairieStar, I, for myself, my executors, administrators, agents and assigns do hereby waive, release and forever discharge the Garden Committee, Garden Coordinator, volunteers, other gardeners, the cooperating landowner (PrairieStar, Inc. and its officers, directors, employees and agents) and the PrairieStar Metropolitan Districts (and its officers, directors, employees and agents) from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury or costs that I may incur.

3. I further agree to indemnify and hold harmless and defend the Garden Committee, Garden Coordinator, volunteers, other gardeners, the cooperating landowner (PrairieStar, Inc. and its officers, directors, employees and agents) and the PrairieStar Metropolitan Districts (and its officers, directors, employees and agents) from any and all claims by other parties resulting from injuries, damages, and losses caused by myself related in any way to the activities associated with The Gardens at PrairieStar.

I have read this entire Waiver and Release, fully understand it, and I agree to be legally bound by it.

Participant's Signature

PRINTED NAME

DATE