

ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS

This Assumption of Risk, Waiver, Release of Liability and Hold Harmless (this “Agreement”) is made by and between the undersigned (“Visitor”), and Avanti Residential, LLC as agent for Cottages at Pueblo Management, LLC (collectively, “Owner”).

- A. Visitor has requested a hard hat tour of Cottages on the Boulevard Apartments located at 3320 Sanchez Lane, Pueblo, Colorado 81008 (the “Project”) that will take place on or about the date of signature (the “Hard Hat Tour”).
- B. Visitor understands that the Project is still under construction and there are inherent risks and hazards associated with entry into any area under construction, including the Project.

THEREFORE, in consideration of Owner allowing Visitor to enter the Project and take part in the Hard Hat Tour, Visitor agrees to the following terms to the maximum extent permitted by law:

1. Visitor, on behalf of themselves, their attorneys, agents, representatives, heirs, executors, beneficiaries, trustees, and assignees, agrees to assume all risk of entering the Project and taking part in the Hard Hat Tour.
2. Visitor hereby forever releases and waives any claims, demands or causes of action against Owner and its principals, parents, subsidiaries, affiliates, partners, related entities, predecessors, successors, insurers, assigns, trustees, and all of its past and present officers, directors, subcontractors, suppliers, employees and agents (“Owner Releasees”) for all damages of any kind whatsoever, specifically including, but not limited to, bodily injury and property damages arising out of or in any way related to the Hard Hat Tour and Visitor’s entry onto, or presence on, the Project.
3. Visitor agrees to defend, indemnify, and hold harmless the Owner Releasees from any and all claims, demands or causes of action arising out of or in any way related to the Hard Hat Tour and Visitor’s entry onto, or presence on, the Project.
4. Visitor further acknowledges and agrees that:
 - a. At all times during the Hard Hat Tour, **Visitor must wear a hard hat, safety vest, and close toed shoes;** and
 - b. At all times during the Hard Hat Tour, Visitor will be accompanied by a representative of Owner, and Visitor shall not enter any area of the Project unless accompanied by a representative of Owner.

Visitor has read the Agreement in its entirety. After careful consideration, Visitor expressly agrees to the terms of this Agreement.

VISITOR:

Signature

Date

Printed Name