

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange or consideration for parking my vehicle, personal property and leaving them unattended organized by D&J Towing and Recovery ("D&J Towing and Recovery"), of 2255 Busch Avenue, Colorado Springs, Colorado, 80904 and or use of the property, facilities and services of D&J Towing and Recovery, I agree for myself and (if applicable) for the members of my family, to the following:

I, _____, (RV RENTER) do hereby release and forever discharge Richard Gatiss (landlord), Hightened Path RV Rentals, D&J Towing and Recovery, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following:

Parking my personal vehicle, personal property (or any other equipment, however classified or described) and or leaving them unattended on the property of Richard Gatiss and D&J Towing and Recovery.

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Richard Gatiss (landlord), Hightened Path RV Rentals, D&J Towing and Recovery, or the employees, representatives or agents of D&J Towing and Recovery.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury, personal property damage and theft to myself, my personal property and (if applicable) my family members, and further release and discharge Richard Gaituss, D&J Towing and Recovery for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of D&J Towing and Recovery, whether caused by the fault of myself, my family, D&J Towing and Recovery or other third parties.
3. I agree to indemnify and hold harmless Hightened Path RV Rentals, Richard Gaituss, and D&J Towing and Recovery against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of D&J Towing and Recovery.
4. I agree to pay for all damages to the facilities of D&J Towing and Recovery caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Colorado law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

RV Renter: _____

Signature: _____

Date: _____

Hightened Path RV Rentals -

Representative: _____

Date: _____

