

**Valley Mini Storage,  
639 Carson Blvd., Fountain  
Colorado. 80817**

**Release of Liability and Agreement to Indemnify**

In consideration of the risk of injury while participating in “**Moving or Removing Storage Goods from Valley Mini Storage**” (hereafter referred to as: “**The Activity**”), and as consideration for the right to participate in this activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in this activity, and do hereby release and forever discharge Valley Mini Storage and its owners, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that may be suffered as a direct result of my participation in the aforementioned activity, including traveling to and from an event related to this activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY FOR MY OWN PERSONAL GAIN AND AGREE TO DO SO AT MY OWN RISK. I AM AWARE OF THE RISK ASSOCIATED WITH PHYSICAL EXERTION AS WELL AS THE CARE AND CAUTION THAT NEEDS TO BE EXERCISED IN AN ACTIVITY OF THIS NATURE. I AGREE TO ASSUME THE TOTAL RESPONSIBILITY FOR SUPERVISING THESE ACTIVITIES, AS WELL AS SUPERVIZING ANY AND ALL PERSONS INVOLVED IN THE REMOVAL OF STORAGE GOODS FROM VALLEY MINI STORAGE. I ASSUME ALL RELATED RISK, BOTH KNOWN AND UNKNOWN RELATED TO THIS ACTIVITY. I AGREE TO IMMEDIATELY STOP ANY ACTIVITY THAT APPEARS TO BE EVEN REMOTELY DANGEROUS OR HAZARDOUS TO THE WELL BEING OF MYSELF OR ANY OTHERS ASSOCIATED WITH CARRYING OUT THE TASK OF COMPLETING THESE ACTIVITIES. I AGREE TO DEDICATE MY FULL ATTENTION TO THE ACTIVITIES AT HAND AND**

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**SUPERVISE ANY AND ALL INDIVIDUALS ASSOCIATED WITH THESE ACTIVITIES. I FURTHER AGREE TO CONTACT THE APPROPRIATE LAW ENFORCEMENT OFFICIALS IF I SEE OR DISCOVER ANYTHING DEEMED TO BE ILLEGAL OR SUSPICIOUS IN SUBSTANCE OR CAUSE.**

**I agree to indemnify and hold harmless** Valley Mini Storage, its owners, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and all related cost, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If a dispute arises out of or relating to this **Activity** and if said dispute cannot be settled through direct discussions, the parties to this agreement will, as a first course of action, endeavor to settle the dispute by submitting the same to Mediation under the Mediation rules as set forth by the American Arbitration Association, **before having recourse to any other judicial forum**. Each party will be responsible for their half of the cost associated with said Mediation. Mediations will be held in Colorado Springs, Colorado. **Any unresolved issues will then be handled through Arbitration** under the rules set forth by the American Arbitration Association. **There will be no exceptions to this course of dispute resolution and final settlement.**

**Restating an Item of "Extreme Importance"**: I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSONS PHYSICAL AND MENTAL ENDURANCE AND MAY CARRY WITH IT THE POTENTIAL OF SERIOUS PHYSICAL INJURY OR DEATH. I AGREE TO OPPERATE WITHIN THE BOUNDRIES OF MY OWN PHYSICAL LIMITATIONS AS WELL AS INSURE THOSE HELPING ME DO THE SAME. These risks may include, but are not limited to, those caused by physical exertion, physical obstructions, temperature, weather, lack of hydration, the condition of other participants, equipment, loading a vehicle or driving to and from this site, the adverse actions of others, including but not limited to, participants, volunteers, spectators, third parties hired to perform specific functions associated with these activities.

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I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS **“WAIVER AND RELEASE”** AND FULLY UNDERSTAND THAT IT IS A **“RELEASE OF LIABILITY”**. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE VALLEY MINI STORAGE AND ALL OF ITS AFFILIATES, MANAGERS, EMPLOYEE’S, AGENTS, ATTORNEY’S, STAFF, HEIRS, REPRESENTITIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM AND ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO THIS ACTIVITY.

In the event that I should require medical care or treatment, I agree to be financially responsible for any and all cost incurred as a result of such treatment. I am aware and agree to carry the appropriate insurance to cover any and all financial responsibilities associated with these activities.

In the event that any damage to equipment, buildings, or other physical improvements at Valley Mini Storage occurs as a result of my involvement with these activities, I agree to be held liable for any and all cost associated with repairing said damage.

*I have read each and every word authored in this document and fully understand its content.*

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Signed: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Authorized signature / Valley Mini Storage