

AGREEMENT FOR
RELEASE AND WAIVER OF CLAIMS

THIS AGREEMENT for Release and Waiver of Claims (“Agreement”) is made and entered into this _____ day of _____, 2022, by the City of Lamar, for its Southeast Colorado Regional Airport, (“Donee”) for the benefit of and to be enforceable by the City of Pueblo, a Municipal Corporation (“Donor”).

WITNESSETH:

WHEREAS, Donor owns one CRAFCO Crack Fill Machine, VIN: 1CWZV122561418148, along with all associated ancillary equipment, for use at its Pueblo Memorial Airport (herein the “Property”), which is surplus to its needs and is willing to transfer the Property to Donee; and

WHEREAS, the Donee has agreed to accept the Property in its current condition without warranty and to release Donor from any and all claims and demands with respect to the condition or future use of the Property; and

WHEREAS, the Donee desires to enter into this Agreement for the benefit of Donor, setting forth the terms and conditions of its acceptance of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Donor donates and transfers all its right, title, and interest in and to the Property to the Donee and Donee accepts such transfer.
2. Disclaimer of Warranty. DONEE ACCEPTS THE PROPERTY “AS IS, WITH ALL ITS FAULTS.” DONOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION, OR CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND DONOR HEREBY DISCLAIMS THE SAME.
3. Release and Discharge. Donee agrees to completely release and forever discharge Donor and its agents, employees, and officers of and from any and all claims, liabilities, or causes of action, whether known or unknown, disclosed or undisclosed, material, or immaterial, liquidated or unliquidated, which Donee or its officers, agents, and employees may have or may hereafter have against the Donor for or by reason of any matter, cause, or thing relating to the transfer, use, or condition of the Property.
4. Donee shall indemnify, defend and hold harmless the Donor and its officers, agents, and employees from any and all claims, actions, assessments, demands, liabilities, causes of

action, whatsoever which may arise after the date of this Agreement out of the transfer, use, operation, or condition of the Property.

5. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
6. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.
7. The parties hereto agree to execute such other documents and to take such other actions, which may reasonably be necessary to further the purpose of this Agreement.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.
9. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes any prior understandings, representations, warranties, and agreements between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto.
10. The person signing this Agreement on behalf of Donee represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of Donee and that this Agreement is a valid and legally binding obligation of Donee enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

DONEE
OTERO COUNTY, COLORADO

By _____

Name: _____

Title: _____

DONOR ACKNOWLEDGEMENT
CITY OF PUEBLO, COLORADO

By _____
Nicholas A. Gradisar, Mayor