

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
INDEMNIFICATION AND COVENANT NOT TO SUE**

TelecomPioneers, Inc.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against TelecomPioneers, Inc., a Colorado nonprofit corporation ("TCP"), and its members, directors, officers, employees, volunteers, contractors, agents and representatives (collectively with TCP, the "Released Parties"), as a result of any injury to person or property arising out of or related to the construction of a wheelchair ramp ("Ramp") on the property located at ("Property"):

Owner Name: _____

Street Address: _____

City/State/Zip: _____

IN CONSIDERATION OF TCP PROVIDING THE WHEELCHAIR RAMP TO _____, AND THE VOLUNTEER TIME OF THE RELEASED PARTIES AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

ACKNOWLEDGEMENT OF RISKS: I fully understand that the use of the Ramp may pose inherent risks, dangers and hazards for me and my guests and invitees. I understand that these risks and dangers may be caused by the negligence of TCP and the Released Parties, the negligence of other users of the Ramp, the negligence of third parties, accidents, breaches of contract, the forces of nature or other causes, and I acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes. I hereby assume all risk and danger and all responsibility for any losses and/or damages to person or property that may result from the construction of the Ramp on the Property.

I FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE that, included within the scope of this Agreement are any claims or causes of action (a) arising out of the performance, or failure to perform, maintain, and/or inspect, the Ramp, and/or, (b) relating to the failure to warn of dangerous conditions existing on the Property.

WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE: In addition to the acknowledgments, waivers and releases discussed above, I hereby covenant not to sue and voluntarily agree to waive, release, indemnify and hold harmless the Released Parties, from any and all liability and claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claims which may arise out of the construction of the Ramp on the Property. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for any negligent acts or omissions by the Released Parties, in connection with the Ramp and the construction of the Ramp on the Property. I agree that if I or anyone on my behalf brings any claims or action which would be barred by this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE, the Released Parties will be entitled to recover from me the attorneys' fees and costs incurred in defending against that action, including the attorneys' fees incurred in presenting the defense of release.

VOLUNTEER SERVICE: I further understand and acknowledge that individuals assisting with the construction of the Ramp may be providing services to TCP as a volunteer of TCP, and such parties are neither an employee of TCP, nor an independent contractor, but rather, are providing services and performing work on a volunteer basis only. Nothing herein shall diminish any immunity to which such volunteer is entitled under **Colorado law, including, but not limited to, the Volunteer Service Act (C.R.S. 13-21-115.5).**

SEVERABILITY: I agree that in the event any provision of this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

I have read the above and by signing agree that it is my express intent to exempt and relieve the Released Parties from liability for personal injury, property damage or wrongful death caused by negligence or any other cause, except for willful, wanton, reckless or grossly negligent conduct. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the Released Parties in connection with the Ramp and the construction of the Ramp on the Property.

I also represent that (1) I have fully read this document; (2) I would not have signed this document unless I fully understood its intent to bar any future claims against the Released Parties and to protect them from any future loss or liability arising out of or resulting from the Ramp and/or the construction of the Ramp on the Property; and, (3) I have had the opportunity to have an attorney review this document and explain it to me if I so desired.

SIGNATURE

DATE