

Release and Assumption of Risk Agreement  
Package Distribution Service

The undersigned, for the use and benefit of the Starwood Metropolitan District, a Colorado special district, (Starwood), agree(s) and acknowledge(s) as follows:

Starwood has agreed to accept and distribute packages, parcels and certain deliveries for property owners within the District, and their tenants and house sitters who have authorized access to their property through the Starwood Gate. In order to avail themselves of the aforementioned package distribution service, and as a condition and an inducement to Starwood to provide such service, the undersigned, by their execution of this Release and Assumption of Risk Agreement, hereby fully release, to the fullest extent allowed by law, Starwood, its agents, servants, and employees from any liability of any nature whatsoever which is not covered by insurance. The undersigned further acknowledge and agree that by availing themselves of the package distribution service to look first to their personal insurance carrier for any loss or damage they may suffer and to consider any insurance carried by Starwood as secondary, backup, and excess insurance only.

The undersigned further acknowledge that there is a risk of loss from such services, which the undersigned agree to assume, and that Starwood makes no representation that it has or will be able to provide insurance to cover such service. The undersigned acknowledge that they hereby waive any right to any claim, loss or liability of any nature whatsoever against Starwood and that by their acceptance of the package distribution service they assume any risk for any loss not covered by their insurance.

The undersigned also acknowledge that to keep the Starwood Gatehouse operating efficiently, all items need to be picked up within 48 hours of receipt. The Gatehouse will hold US Mail packages that do not fit in the Starwood Post Office lockers only if the guard on duty can confirm that the property owner(s) or their authorized personnel are in residence and able to pick up the package at the Gatehouse within a day.

The undersigned additionally acknowledge that Gatehouse personnel cannot accept any items from contractors, including, but not limited to, invoices, checks, documents, house plans, packages, etc.

The undersigned acknowledge and agree that if they give their consent to allow their agents, employees, servants, contractors, housekeepers or tenants to avail themselves or to participate in the package distribution service that they shall be bound by the actions of those individuals or entities who will be deemed to be acting on their behalf.

The undersigned agree that in the event they institute any litigation in connection with the package distribution service against Starwood, that Starwood shall be entitled to recover from the undersigned Starwood's attorneys' fees, court costs and expenses.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Lot Number \_\_\_\_\_

Date \_\_\_\_\_

