

I, _____, am a participant in the Colorado LGBT History Project and over eighteen years of age.

I have agreed to store certain of my personal possessions at The GLBT Community Center of Colorado, hereinafter "The Center", located at 1301 East Colfax Avenue Denver, CO 80218.

I am aware that The Center will hold my personal property in trusteeship for a period of 180 days. At the conclusion of the 180 day trusteeship, I shall have the option of collecting the property. If I choose not to collect the property at the end of the 180 day period, The Center shall have permission to dispose of the property in accordance with organizational policies.

I understand and acknowledge that it is entirely my responsibility to remove my property from The Center at the conclusion of the 180 day trustee period. I further understand and acknowledge that it is entirely my responsibility to obtain insurance for my personal possessions while they are stored at The Center.

I understand and hereby acknowledge that The Center is not and will not be responsible or liable for any damage, theft, casualty, loss, or destruction involving my personal property and that The Center does not carry insurance for any damage, theft, casualty, loss or destruction involving my property which is in storage.

I understand and hereby acknowledge that if my property is damaged, lost, stolen or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft or otherwise, The Center is not responsible therefore; and, in such an event, my only recourse will be any insurance that I have.

I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, agree as follows:

1. To release, acquit and forever discharge The Center and its employees, agents, servants, officers, trustees and representatives from any and all liability, claims, demands, actions, causes of action, judgments, costs, and expenses (including reasonable attorneys fees) which I now have or may have in the future, of whatever kind or nature and howsoever originating, which arise from or by reason of any loss, damage, injury (including death) or destruction of property during or in connection with the loading, unloading, storage or transport of my personal possessions.

2. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, the laws of the State of Colorado apply and the jurisdiction lies with the Denver County Court or the U. S. District Court of Colorado.

3. I understand and hereby acknowledge that The Center makes no warranty or representation of any kind concerning the quality or condition of the location in which my personal possessions will or may be stored and I hereby knowingly and voluntarily assume the risk of any loss, injury (including death), damage or destruction resulting from any defect on or in the location on which my personal possessions are stored.

4. In signing this Waiver and Release, I hereby acknowledge and represent that I have read the foregoing Waiver and Release, that I understand its content and terms, and that I understand that such terms are contractual and sign it voluntarily.

5. In signing this agreement, if I, _____, chose to mail items to the Colorado LGBTQ History Project at the Center on Colfax at 1301 East Colfax Avenue, I release the Center from all financial responsibilities for shipping and handling, as well as release The Center from all or any damage received in shipping via the postal service or any parcel carrier. I recognize that I hold responsibility for shipping and handling accuracy and will direct packages with at least 2 full weeks (14 days) of notice, appropriate shipping and handling information, and have contacted the Colorado LGBTQ History Project well in advance of any posting or mailing of packages. I will follow size and weight limitations of no more than 5 to 10 linear feet (boxes) upon once instance of shipping or as negotiated with the history project.

Printed Name

Signature_____

Date:_____