

***RELEASE BY RESIDENT (or RESIDENT/OWNER)
LONGMONT MEALS ON WHEELS LOCK BOX PROGRAM
IN PARTNERSHIP WITH THE LONGMONT FIRE DEPARTMENT***

This Release is executed this _____ day of _____, 20____, by the undersigned as owner and/or resident of property located at _____, Longmont, Colorado 8050____ (hereinafter "Releasor"), Longmont Meals on Wheels, Inc. ("LMOW") and the City of Longmont, a Colorado municipal corporation, 350 Kimbark St., Longmont, Colorado 80501 (hereinafter "the City").

I, Releasor, being of lawful age, in consideration of being permitted to participate in the Longmont Meals on Wheels "lock box" program in partnership with Longmont Fire Department ("LFD"), the value and sufficiency of which is hereby acknowledged, do, for myself, my heirs, executors, administrators, and assigns, hereby release and forever discharge LMOW, The City, its employees, agents, officers, and representatives from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting from any act which may occur as a result of participation in the "lock box" program, or any activities in connection with the "lock box" program, whether such action is caused or initiated by agents, employees, officers, or representatives of The City, or by third parties known or unknown to Releasor, LMOW or The City.

Releasor acknowledges and agrees that the undersigned's participation in The Lock Box Program is voluntary and that said program is being offered only as a courtesy to LMOW Clients, located in the City of Longmont. Releasor represents that every party residing in the home of lawful age has entered into a Release by Resident for the Lock Box Program. I also understand and agree that The Lock Box Program is not intended in any way whatsoever to create or impose a special duty on LMOW or the City and their employees, officers, agents and attorneys regarding the undersigned's safety or wellbeing.

Releasor expressly authorizes and provides voluntary consent for LMOW, LFD, LPD, Longmont Ambulance and other EMTs, and/or paramedic responders to enter my residence in response to any reasonable concern they may have related to my safety or medical condition. Releasor further releases all LMOW staff, fire and/or police personnel from any claim whatsoever on account of any first aid, treatment, or service rendered to me. Under The Lock Box Program, Releasor has voluntarily agreed to participate in the program and assumes full responsibility for providing the correct key at all times. Once the lock box is installed, LMOW, fire, police and EMS personnel can only use the lock box to gain access to the undersigned's home after being summoned to the home for emergency purposes. Releasor authorizes and voluntarily consents to emergency personnel entering the premises listed here. Releasor authorizes and voluntarily consents to emergency personnel exercising their discretion to gain entry to the Releasor's home by the fastest means possible, however, emergency personnel will use their best efforts to utilize the lock box when the time and situation permit. Releasor understands and agrees that in the event of a time sensitive situation (i.e., medical emergency, fire or home invasion), or malfunction of the lock box, emergency personnel may not be able to, nor have time to utilize the lock box system.

Releasor understands and agrees that the lock box is, and shall at all times remain, the property of LMOW. Releasor shall immediately report the loss of or damage to the lock box to LMOW and shall return the lock box to the LMOW when no longer in use. If LMOW removes the lock box, the key shall be returned to Releasor. If Releasor is not available due to death, serious illness, or other reason, Releasor authorizes LMOW or The City to destroy the key.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. Releasor understands and agrees this Release shall

inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

Releasor further states that he/she has carefully read the foregoing Release and knows the contents thereof and signs this Release as his/her own free act, with full knowledge of its significance.

In witness whereof, Releasor has executed this Release on the day and year first written below.

RELEASOR

By: (please print name)

Signature

Date

By: (please print name)

Signature

Date

Address Releasor is providing voluntary consent to enter:

