

**SPECIAL EVENT PERMIT
INDEMNIFICATION AGREEMENT**

THIS SPECIAL EVENT PERMIT INDEMNIFICATION AGREEMENT ("Indemnification Agreement") made this 5 day of May, 2025, between the Town of Keystone, Colorado, acting by and through its Town Council, whose address is 1628 Saints John Road, Keystone, CO 80435 (hereinafter referred to as "Grantor") and Casey Hammond (hereinafter referred to as "Grantee").

WHEREAS, Grantee desires to conduct a special event on real property owned, operated and/or under the jurisdiction of Grantor within the Town of Keystone, Colorado; and

WHEREAS, Grantor requires Grantee to enter this Indemnification Agreement as a condition for approval of Grantor's issuance of a special event permit.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments contained herein, Grantee agrees as follows:

1. The Grantee agrees not to hold, and will not attempt to hold, the Grantor responsible for any claims or liabilities. The Grantee shall indemnify, release, defend, and hold harmless the Grantor—including its elected officials, agents, officers, directors, contractors, volunteers, and employees (collectively referred to as the "Released Parties")—from any and all demands, claims, causes of action, judgments, liabilities, losses, costs, or expenses (including court costs and attorneys' fees). This includes claims made by the Grantee, as well as any claims made on behalf of participants, attendees, spectators, or any other individuals, and extends to subrogation or derivative claims brought by third parties or insurers.

This indemnification applies to any personal injury or property damage arising from or connected to the special event conducted by the Grantee, unless such injury or damage is caused by the intentional or reckless actions of a Released Party. The Grantee's indemnification obligation also covers all costs incurred by the Grantor in investigating and defending against such claims related to the special event.

2. This Indemnification Agreement supersedes any other agreements or representations by or between the Grantor and Grantee and is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law.
3. Grantee understands and agrees that the Grantor is both relying on and does not waive or intend to waive by any provision of this Indemnification Agreement, the monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the County or its officers or employees. Nothing in this Indemnification Agreement will be deemed a waiver of the provisions of the Act, and no provision hereof will create any benefit accruing to any third party except as expressly set forth herein.
4. Grantee acknowledges that Grantee has carefully read this Indemnification Agreement, understands its contents and entered into the Indemnification Agreement with full knowledge of its significance.
5. The exclusive jurisdiction and venue for any legal action shall be in the district court of Summit County or the federal court of the State of Colorado.

6. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

IN WITNESS WHEREOF, Grantee has executed this Indemnification Agreement as of the day and year first written above.

GRANTEE:

Casey Hammond/Ultraverse Supplements

By: 

Casey Hammond

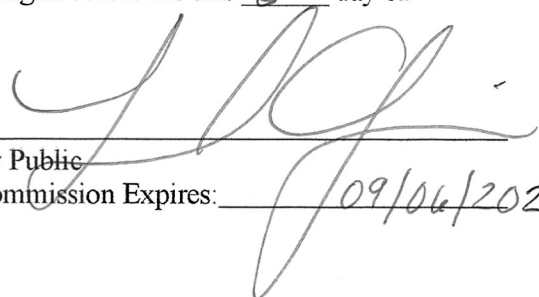
STATE OF COLORADO)

) ss.

COUNTY OF ~~SUMMIT~~ mesa)

The foregoing SPECIAL EVENT PERMIT INDEMNIFICATION AGREEMENT by and between the TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO and Casey Hammond for the The Summit 200 event, was acknowledged before me this 6th day of May, 2025, by Casey Hammond

Witness my hand and official seal.


Notary Public

My Commission Expires: 09/06/2028

