

EXHIBIT C

WAIVER AND RELEASE OF LIABILITY

We, (I), _____ Owner (Owners) of the following described property situate in Mineral County, Colorado and described as follows, to wit:

Subdivision: _____ Lot: _____ Block: _____

Street Address _____

which property is connected to the Deep Creek Water and Sanitation District sewage collection system and, consequently, to the City of Creede Sewage Treatment facilities, as consideration for permission to connect to both of such systems, do hereby state and agree: That we, our successors in interest, our heirs, representatives and assigns, do hereby release the City of Creede, Colorado, from any and all liability of any kind or character, arising from the Agreement between the City of Creede and said District and the operation of the Creede Sewage Treatment facilities, without exception as to the type of damages or amount of damages and with the following sole exception: That we reserve the right to bring action against the City of Creede and any other appropriate parties in the event that any damages incurred by us, our successors in interest, heirs, representatives and assigns directly result from the willful, deliberate and bad faith interruption of sewage service by the City of Creede. Other than as specifically set forth above, we hereby waive any damages incurred by us as a result of the City's activities under or arising from the Agreement between the City and the District and release the City of all liability for any such activities.

We acknowledge that this Waiver and Release of Liability constitute a covenant running with the land.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut-off sewage service for failure of the District to pay charges when the same are due, and that the City may terminate sewage service, with or without notice, under numerous provisions of such Agreement. The Agreement between the City and the District, as recorded in Book 112-0 at Page 104, et seq., Mineral County records, is incorporated herin, by reference.

IN WITNESS WHEREOF, we, (I), have hereunto set our (my) hand (s) and seal (s) this ____ day of _____, 20__.

Owner

Owner

Owner

Owner

STATE OF COLORADO)

COUNTY OF MINERAL) ss

The foregoing instrument was acknowledged before me this ____ day of _____.
20__.

WITNESS my hand and official Seal. _____

Notary Public

My commission expires: _____